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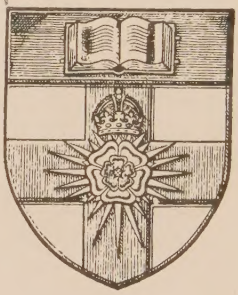

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ROBERT ANDERSON

THE SURVEYORS' INSTITUTION

(*Incorporated by Royal Charter*),

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

TRANSACTIONS.

VOL. XVII.

SESSION 1884-85.

LONDON:

PUBLISHED AT THE INSTITUTION,

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

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ERRATA.

Vol. XVII., p. 106, line 1, omit "necessarily."
,, p. 109, line 21, for "held" read "but."
,, p. 247, (in date) for "1884" read "1885."
,, p. 375, line 8 from bottom, omit comma after "acre."
,, p. 402, line 3, for "four" read "five."

The Surveyors' Institution

(Incorporated by Royal Charter),

12, GREAT GEORGE STREET,

WESTMINSTER, S.W.

OFFICERS, 1884-85.

COUNCIL.

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THOMAS HUSKINSON
WILLIAM STURGE
EDWARD RYDE

Honorary Secretary.

JOHN WORNHAM PENFOLD

Secretary.

JULIAN C. ROGERS

The Surveyors' Institution

(Incorporated by Royal Charter)

Is established—

1. To secure the advancement and facilitate the acquisition of that knowledge which constitutes the profession of a Surveyor, viz.—the art of determining the value of all descriptions of landed and house property, and of the various interests therein; the practice of managing and developing estates; and the science of admeasuring and delineating the physical features of the earth, and of measuring and estimating artificers' work.

2. To promote the general interests of the profession, and to maintain and extend its usefulness for the public advantage.

The Institution consists of four classes, viz.—Fellows, Professional Associates, Associates, and Honorary Members, with a class of Students attached.

A Fellow must be more than twenty-five years of age, and must have acquired a practical knowledge of surveying in one or other of its branches as above defined; he must have so practised on his own account for more than five years; or must be a member of a firm of Surveyors established upwards of ten years; or in partnership with a Surveyor of ten years' standing;* or he must have passed the Voluntary Examination declared in the Rules of Examination to appertain to the class of Fellows. Fellows have the right, conferred by the Charter, to use the letters F.S.I. after their names.

A Professional Associate must be more than twenty-one years of age, a Surveyor by profession, in practice on his own account or employed as an Assistant in a Surveyor's Office and qualified for the class by having passed the Students' Proficiency Examination, or the Professional Associates' Qualifying Examination. Professional Associates have the right, conferred by the Charter, to use the letters P.A.S.I. after their names.

**These qualifications hold good until the provisions of the Charter relating to the Compulsory Examinations for Fellows come into force.*

An Associate must be more than twenty-one years of age, not a Surveyor by profession, but his pursuits must be such as to qualify him to concur with Surveyors in the advancement of professional knowledge.

An Honorary Member must be a person who, either by reason of his position or experience, or his eminence in science, may be enabled to render assistance in promoting the objects of the Institution, but who is not engaged in practice as a Surveyor in Great Britain or Ireland. He has the privilege of being present and taking part at all Ordinary General Meetings, and of access to the Library, but no right of voting, discussing, or otherwise interfering in the affairs of the Institution; nor is he called on to contribute to its funds.

Students (who must not be under eighteen years of age) qualify as such by passing the Students' Preliminary Examination. Candidates for Studentship who can produce a Certificate of having passed the Matriculation Examination of the University of Oxford, Cambridge, London, or any other University in the United Kingdom, or who have passed, with Honours, the Senior Local Examination of the University of Oxford or Cambridge, are exempted from this Examination, and may be admitted by the Council on the recommendation (according to a form) of four Fellows and two Associates, or of the Fellow or Associate to whom they are or have been articled; but it is obligatory on all Students to undergo the Proficiency Examination at the close of their Student course, at the time and under the conditions applying in each particular case under the Rules of Examination.

The Council may accord to Students such privileges, subject to such terms, regulations, and restrictions, as they shall from time to time prescribe.

Any person desirous of being admitted into the Institution (excepting to the class of Students) must be proposed and recommended according to a form, in which the full name, place of business (if any), usual residence, and qualifications of the candidate must be distinctly specified. This form must be subscribed by him, and signed by at least six Fellows or four Fellows and two Associates, certifying a personal knowledge of the candidate; or, in the case of a person who has passed the Qualifying Examination, by four Members of the Council,

of whom the President shall be one, after careful enquiry into the antecedents of the applicant.

The proposal so made, being delivered to the Secretary, will be submitted to the Council, who, on approving the qualifications, will determine the class for which the candidate is to be presented for ballot at an Ordinary General Meeting.

The following are the rates of contribution to the funds :—

	Annual Subscription. £ s. d.	Admission Fee. £ s. d.
Student . . .	1 1 0	—
Associate . . .	2 2 0	3 3 0
Professional Associate	2 2 0	3 3 0
Fellow . . .	3 3 0	5 5 0

No person can become a Member (other than an Honorary Member) of the Institution, unless and until he pays as his first Subscription to the Institution, in the case of becoming a Fellow of the Institution, the sum of Eight Guineas, in the case of becoming a Professional Associate of the Institution, the sum of Five Guineas, and in the case of becoming an Associate of the Institution, the sum of Five Guineas.

All Fellows, Professional Associates, and Associates, are required, within twelve months after their election, to deliver to the Council an original Paper on some subject connected with the profession, or to make a donation to the Library or Collection.

The affairs of the Institution are under the management of a Council, which is elected annually, consisting of a President, four Vice-Presidents, eleven Fellows, one Professional Associate, and two Associates.

The Session of the Institution commences annually on the second Monday in November, and continues to the end of May. The Ordinary General Meetings are held on every alternate Monday during the Session. At these Meetings original communications are read on some professional subject, and their merits fully and freely discussed. Every Member has the privilege of introducing one visitor to these Meetings. Members are entitled to a copy of any printed publication issued by the Institution after their admission.

Paper 124. }
No. 212. }

THE OPENING ADDRESS

BY

THOMAS SMITH WOOLLEY, President,

AT THE ORDINARY GENERAL MEETING OF

THE SURVEYORS' INSTITUTION,

November 10th, 1884.

I beg you, in the first place, to accept my hearty thanks for the great honour conferred upon me by my re-election.

My last year's experience has in no degree lessened the sense of my own deficiencies. On the other hand, I have learned that your support may safely be counted on if your President does his best to fulfil the duties of his office, and that, without exceptional qualifications of any kind, a Surveyor may look forward to the highest honours of the profession, if he so acts as to secure himself the respect of his fellows.

My own opinion, indeed, is that, under the existing conditions of the Institution, the Presidentship should, as a rule, be tenable for a single year only. Taking into account the number of distinguished Fellows who are in every way entitled to the honour, it is rather hard, as I think, that any one should engross it for two years. No doubt it would be a real misfortune for the Institution if "Past-Presidents" should in any degree lose their interest in its welfare, and tend to become in fact, as one of our learned Associates styled them in jest, "Extinct Volcanoes." Of this, however, I will not believe there is any real danger.

Before leaving the subject of the practical working of the Institution, I ask your indulgent consideration for the following suggestions:—

First.—With regard to the present system of voting for the admission of Members. As it involves personal attendance, the effect is to disfranchise in that respect, a very large proportion of the country Members; no harm has, I think, hitherto resulted from this circumstance, but it is quite conceivable that instances may occur hereafter, in which distant Members, properly desirous to record their votes, may be unable to do so personally. Should it appear to you that this requires a remedy, your Council will probably have no difficulty in devising a plan for enabling all those Members who reside beyond a certain radius from London, to record their votes by balloting-papers sent through the post-office.

Secondly.—As to the system of examinations, upon which, as I think, in a certain sense, the whole future of the Institution depends. In my opinion, our present arrangement admits of very few improvements, and those are chiefly such as can easily be carried out by your Council. The number of Candidates last Session was extremely satisfactory, and the passes very fairly so; but I desire to enforce on every Member of the Institution the importance of inciting every young acquaintance of his, who may be intended for the profession, not only to offer himself for examination, but to prepare himself for it as thoroughly as possible. My inspection of the Candidates' papers convinced me that many of them had failed to do themselves justice, for lack of careful preparation. Of course, the more apparent this want of thoroughness among the Surveyors of the future, the more urgent is the necessity for applying to them the stimulus of examination. Here, however, I must reiterate a warning to the Students and Candidates. However ex-

cellent may be the tools in the possession of an artisan, he will do no good work unless he knows how to use them. In other words, a workman is useless without proper implements; but the mere possession of these does not make him a master of his craft. Energy and judgment, prudence and probity, tact, temper, shrewd observation, and unflagging perseverance, to say nothing of higher qualifications, are essential parts of the equipment for a successful man of business; but the possession of these no system of examination can test efficiently, still less can it supply them, if wanting.

Although the system of examinations is so essential a factor in the continued success of the Institution, I regard the continued supply of thoughtful, practical, intelligent Papers for discussion as hardly less important. And here I venture to draw the attention of those older Members who may reasonably be inclined to plead want of leisure, to the fact that some of the very best Papers which have been produced were prepared by the most fully-occupied Members of the profession. On the other hand, of the younger men who have read Papers before you, not one I am certain can have failed to discover that the exercise of careful research, accuracy of thought, correctness of judgment, and clearness of expression, which are essential to the production of a worthy Paper, have been of great benefit to him intellectually, to say nothing of the degree in which his professional status has been improved, if his Paper has made its mark.

The same observations apply in great degree to those who take part in the discussion, which it is to be hoped will be at least as well maintained hereafter as heretofore. Unfortunately, however, the average Englishman (and herein I speak from painful personal experience), who has anything to say which he thinks worth hearing, usually finds himself incapable of expressing it properly, *vivâ voce*,

on the spur of the moment; particularly if he is aware that his halting remarks will appear against him in print precisely as taken down by the perplexed reporter, or as condensed and transformed by an editor who, however able, has failed to discover the sense they were intended to convey.

It is well, however, that ours is not a mere debating society, in which the voluble commonplaces of shallow thinkers are apt to outweigh the hesitating utterances of those who, being accustomed to look at things from more than one point of view, are often perplexed by their many-sidedness; and the modest, thoughtful, practical man is usually overshadowed by the loquacious charlatan or the self-possessed individual intent on talking himself into notice. It has been well said that modesty is an attribute commonly found in those who earnestly endeavour to discern what is true, and who carefully weigh arguments before they arrive at conclusions.

Our Institution having for one of its primary objects the recording of the deliberate opinions of the Members, the unpractised speakers are, very properly as I think, allowed to revise the stenographic notes of their remarks, before they are committed to print. I trust, however, we shall never countenance the dismal custom of reading previously-prepared contributions to a discussion, which must always deprive it of its spontaneity and, by consequence, of its interest.

Much, indeed, may, I think, be said in favour of publishing occasionally with our "Transactions" such communications or special subjects, from Members unavoidably absent, as may appear to the Council, or to a Committee appointed for the purpose, to be sufficiently weighty and original.

If I have dwelt too long on these comparatively-trifling details, my excuse is that nothing can be regarded as unim-

portant which affects the efficient working of the Institution.

The only additional suggestion which, in my official character, I have to make in connection with it is this: Has not the time arrived for following the excellent example set by the Law Institution, and establishing a Benevolent Society in connection with ours, for the class referred to in the 31st Article of the By-Laws?

The proposal was made to me some time since by two Members, who may be relied upon to prepare and submit a well-devised working plan for the consideration of the Council, if that is your pleasure.

If it may be permitted me to divest myself for a few moments of my Presidential mantle, and resume my normal position as a simple Member of the great host of Surveyors, I shall venture in that capacity to tempt you to follow me on rather dangerous ground. Varying somewhat a well-known line, lest it should seem to you to be only too apposite, I may say, in excuse for my temerity,

"Privates rush in where Presidents fear to tread."

No one can appreciate more highly than myself the advantages of intimate association among the various classes of country, and urban, men of business; but my private belief is that members of the highly important and influential class of House-Agents, are not in themselves technically Surveyors within the meaning of our Charter, and are, by consequence, not eligible as Members of our Institution.

No doubt, in the not infrequent cases in which the individual consists in more or less equal proportions of Surveyor and House-Agent—"two single gentlemen rolled into one,"—he is distinctly eligible in respect of his Surveyorship. So one cannot doubt that a mermaid, in respect that she is in great part *mulier formosa*,—"a very handsome woman,"—

would be welcomed with interest, not to say pleasure, in any society of mankind or womankind; whereas, if all fish, however magnificent, she would be "as much out of place," to adopt a simile from Dickens, "As a dolphin in a sentry-box."

Of course, if my view is correct, it applies equally in principle to those Auctioneers, if any, whose avocations are confined strictly to the so-called "rostrum"; but nearly all the members of that comprehensive brotherhood are characterised by extreme versatility. Indeed, it would probably be difficult to find one who is not entitled to write "&c." "in any bill, warrant, quittance, or obligation," after his principal professional designation.

Jocularity apart, however, I think the House-Agents fully entitled to an Institution of their own, so important are the interests with which they have to deal.

As the present gross estimated rental of the metropolis for rating purposes, is considerably over £33,000,000, it is pretty certain that the actual rental is not less than £40,000,000, of which probably half is dealt with in one way or other by them. And to this may be added, I should think, not less than £10,000,000 in respect of house-property in other large centres of population.

Asking pardon for this digression, and tendering an earnest apology to any Member of either of the professions referred to, who may think I have trespassed beyond my province, I resume my official robe, and heartily congratulate you on the history of the Institution for the third year of its Incorporation by Royal Charter.

The extraordinary increase in the number of the Members will not, indeed, be an unmixed good, unless everyone who has been elected appreciates the real object of the Institution—namely, the elevation of the profession generally and its Members individually. As to the latter, not in

practical efficiency only, but in honourable feeling and well-grounded self-respect; all the qualities, in short, comprised in "the grand old name of gentleman." A gentleman in grain, that is to say, not merely "veneered with 'gentlemanly' theory," and by no means necessarily endued with surface polish. Certainly, in his private capacity, a man's exterior deportment is for the most part of little consequence to any one but himself. Nevertheless, when he poses publicly as a member of any particular corporation, it is desirable, in the interests of that society, that he should conform to the canons of good taste. If I might venture on an audacious parody of a famous line of Pope's, suggested by my next topic, I should say

"Worth makes the man, and bad taste mars the Fellow."

I have been led into these observations by a disagreeable discovery which I made some months since. It seems that a Member of the Institution, whose identity is, and I hope will remain, wholly unknown to me, valued himself, of all things in the world, on the great number of distraints for rent which he had superintended or executed, and bewailed, if I remember rightly, the possible diminution of his practice in that particular department. There is no accounting for taste—the late Mr. Marwood is reported to have been proud of his ghastly office.—But I cannot but lament that the Member in question should have attached the letters F.S.I. to the communication on the subject which he published in a professional print. As might have been expected, it gave occasion to the enemy of the Institution to blaspheme.

Turning from the affairs of the Institution itself to topics of more general interest, the first points which suggest themselves are, the present position and future prospects of British agriculture. I shall say something

hereafter on the subject from the landowners' point of view, but wish to speak first of the tenant-farmers'.

Before giving my estimate of their loss of capital during the last ten years, I have to make the following remarks.

One of the most positive of the many oracular professors who flourish, in every sense of the word, in these days—not a few of whom, as I humbly crave leave to think, resemble in "profound conceit," though by no means, alas! in taciturnity, the "Sir Oracles" described by Gratiano, in the *Merchant of Venice*—writes thus:—"And in this day "I believe that agricultural distress is, and has been for "some years past, due to the double cause of enlarged "domestic expenditure and insufficient capital for the extent "of land occupied."

This dictum is not the hasty generalisation of a shallow sciolist, as any one must suppose who is familiar with the subject but ignorant of the peculiarities, vituperative and other, of the writer.

He is remarkable for the patience and acuteness with which he has investigated the early records of English wages and prices of produce, and the industry with which he has tabulated the results The passage in question is taken from a recent work—most of it extremely interesting, and much, in my humble opinion, quite trustworthy—in which the author sets out the conclusions to which his investigations have led him. None of us can doubt that it is on the most charitable hypothesis an absurd piece of exaggeration; most will regret that the manifest inability of the writer to deduce fair and reasonable inferences from facts under his personal observation, destroys in great measure the value of his conclusions from those which he has accumulated out of ancient records.

Like many another malignant or careless misstatement,

however, this contains a minute modicum of truth. Farmers, like other manufacturers and traders, would unquestionably have been better off as a body if they had exercised greater thrift and possessed more capital; though, as to the latter point, of late years I believe those who have had most capital per acre invested in their farms have been relatively greater losers than they who had less.

All practical men will bear me out in the statement that, on the whole, Great Britain ten years since was better farmed, taking both stock and crops into account, than any equal area on the surface of the globe; that cases of insolvency among farmers were comparatively very rare; and that the arrears of rent were insignificant.

These two latter facts, by the way, which cannot be gainsaid, are, I think, a sufficient answer to a charge commonly made against us—namely, that rents had been unduly raised, as a whole, even with reference to the then existing prices and prospects. I do not deny, however, that in parts of northern England, and in Scotland, where competition among farmers was encouraged by landowners, the farmers occasionally fixed their own rents, and incidentally those of their neighbours, on too high a scale; but the subject is now perhaps out of date, and in any case could not be disposed of parenthetically in an Address of this kind.

I estimate as follows the actual loss of tenants' capital in the interval between 1873 and the beginning of this year:—

Total acreage in England, Scotland, and Wales, under crop, bare fallow, and grass in 1873 (Table 6 Agricultural Returns of Great Britain, 1883) . . 31,102,620 acres

Estimated amount of tenants' capital invested therein at that date, including loans, average £7 per acre . . . . £ 217,718,300

	£
Estimated loss—	
(A) On one-tenth (Wales and western parts of England, including Lancashire and Westmoreland, comparatively little affected), 7½ per cent.	1,632,887
(B) On two-tenths (northern and north-eastern parts of England; and Scotland, not affected so early as the midland, southern, and eastern counties of England), 15 per cent.	6,531,550
(C) On two-tenths (best lands in the midland, eastern, and southern counties of England, including Kent), 30 per cent. . . .	13,063,101
(D) On three-tenths (second-class lands, whether grass or arable, in the same districts), 40 per cent.	26,126,200
(E) On two-tenths (poor clays and comparatively sterile sands and gravels in the same), 60 per cent.	26,126,200
Total . .	£73,479,938

This is, in my opinion, rather an under-estimate than otherwise, and the loss would have been much heavier, but for the efforts made by many landowners to lighten their tenants' burdens.

These figures of course imply, what we all know too

well from actual experience, that very many farmers have fallen hopelessly out of the ranks and are in dire extremity.

From whence is to come the capital for employment in farming to replace these millions so hopelessly lost? I cannot tell; but it is not to be doubted that it will be forthcoming after a longer or shorter interval, for such lands as will repay the farmer, breeder, grazier, or dairyman, for the cost of stocking, management, and cultivation. In this category I do not include the poor clays heretofore cultivated, the area of which I roughly estimate at 750,000 acres (about one-fortieth of the whole acreage dealt with in the Parliamentary return), and which are not likely, either as arable or as turf newly laid down, whether naturally or artificially, to employ much tenants' capital for many years to come.

Turning to another part of this painful subject, I proceed to deal with the losses of the landowners during the same period. In this case, however, I confine myself strictly within the area over which my own professional knowledge extends. In other words, the data which I am about to give comprise all the cases of which my firm has professional cognisance, and include no others. Fuller details cannot be supplied without trenching too closely on private matters; but I pledge myself to the perfect fairness and accuracy with which the accounts have been analysed and abstracted.

According to my experience, then, in the counties named below, the rentals of 1883 are lower than those of 1873, in the following ratios:—Bedford, 27·6 per cent.; Cambridge, 39·3; Cheshire, 15·2; Essex, 20; Gloucester, 28·1; Hereford, 20·6; Hertford, 16; Huntingdon, 59·2; Lincoln, 19·1; Leicester, 36·8; Middlesex, 19·2; Nottingham, 30·6; Northampton, 40·5; Wilts, 27·5; Warwick, 38·1; Worcester, 51; York, 24.

In some of these cases, but not, of course, in all, the

properties dealt with, are so varied in character, and of such an extent, as to form an adequate area of induction for the whole of the county within which they lie.

The accounts here summarised show, in the aggregate, an annual decrease in rental of £33,000. From this, however, must be deducted the annual value of 8,699 acres, let in 1873, but now in hand.

Taking this value at an average of £1 per acre, and deducting £8,700 from £33,000, the actual yearly deficit is £24,300, representing, at 30 years' purchase, £729,000 of vanished property. But this is far from showing the total loss on the estates in question: in 1873 the arrears were very trifling; last year they amounted to 13·1 per cent. of the reduced rental, and whereas at the former date no land was unlet, except the home farms, which the landowners voluntarily kept in hand, in 1883, 11·8 per cent. of the whole area was on the landlords' hand, in addition to the home farms; notwithstanding that nearly all the estates have been systematically managed on the principle of making any sacrifice, for the purpose of maintaining the old tenants in their farms, if possible.

A very considerable outlay was, moreover, incurred on some of the properties during the interval, in underdraining and building, for which, under ordinary conditions, reasonable interest would have been charged; but for which, as matters stand, the owners have no return in any shape.

If these facts within the professional purview of a single firm coincide, as I fear they do, with the experience of a thousand others, the necessary inference is a sufficiently gloomy one.

The gloom has, moreover, been deepened since the foregoing statistics were prepared by the low price of wheat, which, as the climax of accumulated misfortunes, is telling

with disastrous effect on the occupiers of arable land—that is to say, on half the tenant-farmers of Great Britain,—and, of course, also on their landlords, as it must ultimately on their labourers. But for it, there would have been an almost universal conviction among those conversant with the subject, that we were entering on a more hopeful state of things. Without in the least degree underrating the importance of the fact—which, for the reasons hereinafter set out, I hold to be certain,—that the systematic cultivation of wheat in Great Britain must henceforth be enormously reduced, it is satisfactory to learn from the experience of the past year, that fruitful seasons and favourable harvest weather are not altogether things of the past. The substantial increase in the live stock shown by the returns for the current year, is, moreover, very satisfactory; and the energy with which, during last spring and summer, advantage was taken of the fine weather for cleaning the plough-land, was very striking.

The results of the last harvest, in point of yield, have certainly been much overrated, however, by some writers. There are wide districts of heavy land in which, owing to the absence of winter frosts, it was impossible to prepare the land properly for spring corn; much was left unsown, and of that put in, the produce was very light.

On some of the light sands and sharp gravels, moreover, though not on all, the summer drought affected the crops of all kinds very injuriously. Nevertheless, the harvest was got in very quickly, and, by consequence, cheaply, in singularly good condition; and the wheat crop, on the whole, though far from yielding like those of 1868 and 1870, is, in my opinion, the best we have had since, taking quality as well as quantity into account. As to the root crops, again, the absolute failure of which seemed at one time to be imminent, in all the districts which have come under my

notice, their improvement has been unprecedented in my experience.

Indeed, although the swedes in many places have been much affected by mildew, the difficulty of wintering stock is not, in my opinion, likely to be very serious, except in particular districts.

A good deal of stock, however, which in ordinary seasons would have gone off fat from the feeding pastures, must either be sold in store condition, or fatted off on cake during the coming winter, to the great loss of the owners.

On the whole, those who confide in the stability of the existing standards of right and wrong with regard to the ownership of land in Great Britain, may surely trust that we now know the worst which can befall the landed interest there.

That "worst," if the views, for which I give reasons hereafter, are correct, is certainly very bad; but the knowledge that we have reached it may, in a certain sense, be regarded as the beginning of a better state of things. It is, indeed, a necessary preliminary to that renewal of confidence in the future, without which capital cannot be attracted to the land either for occupation or purchase.

So soon as the owners of the immense masses of capital who are dissatisfied with their present investments, become reasonably certain that they may safely reckon on a given income from land, they will change their present resolution not to purchase it, and something of the old competition will revive.

No doubt a very long interval must elapse before such competition takes full effect. Among other reasons, the land market is at present greatly overstocked, and must so continue for some time to come, owing to the necessities of the existing race of landowners, and the facilities for alienation given by the Settled Estates Act.

Nevertheless, when once the confidence of investors is restored, it cannot be doubted that purchases will proceed in an accelerating ratio. Notwithstanding all that has come to pass of late, the old "earth hunger" inherent in the British race, though greatly diminished in force, and indeed at present almost wholly in abeyance, will ultimately reassert itself.

Before leaving this part of my subject, I adduce the reasons for my belief that the average price of home-grown wheat is likely henceforth to range under—though probably after the lapse of a year, not much under—40*s.* per quarter. I did not sufficiently take into account the Indian wheat supply in estimating, as I ventured to do in my Address last Session, the future ruling price at 44*s.* or 45*s*

Leaving out of the question the possibility of a maritime war—which may God avert! for, though I do not doubt that the ultimate issue would be a naval triumph for us, during its progress a more or less complete cessation of food imports would be inevitable, and would entail actual famine on the poor of these islands,—the following considerations appear to me to justify the conclusions above expressed.

In the first place, the fitness in point of quality of nearly all the grades of Indian wheat for the British market was conclusively determined by the singularly elaborate and exhaustive experiments by M'Dougall Brothers, made in December 1882, which are reported in full in the Parliamentary Paper C 3710. One of the conclusions set out in the Report (p. 29) is "that a liberal admixture of other wheats is essential to their manufacture here," and this is of course an important consideration for us. I have very good authority, however, for the statement, that, although Indian wheat requires an admixture of at least one part in three of other wheat, to yield the highest quality of flour for the English market, and though some millers prefer

English wheat, when in good condition, for the admixture, many others, especially in the Lancashire districts, will not touch English for this or any other purpose when American winter wheat is available at the same price.

It is proper to mention here, that some experts put the necessary proportion of other than Indian wheat for making the highest class of flour for the English market, at a much higher ratio than one-third—for instance, a writer in "Beerholm's Corn-Trade List" of last week mentions "30 or 40 per cent." as the highest ratio in which Indian wheat can be used "by the average miller who desires to please his customers."

It is, nevertheless, beyond question that even Kurrachee wheat, at present one of the lowest grades imported from India, can be, and indeed is, used alone, for a class of flour greatly in demand in England: and further, that the rapidly-extending substitution of "Gradual Reduction Roller" Machinery for the old mill-stones will cause Indian wheat to be more extensively used than ever.

The two main questions which have to be considered from our point of view are—

1. What is the lowest price at which Indian wheat, averaging all the various grades, can profitably be delivered in our ports?

2. Assuming that it can be exported with profit to the producers, what is likely to be the limit of their powers of production and export?

To neither of these questions is a decided answer possible at present; but my own impression as to the first is, that from 32*s.* to 34*s.* per quarter here would give ample profit to all producers within the districts traversed by the Indian railway system, and to the various agencies concerned with the transit and freightage.

With regard to the second, the evidence seems to be clear that the production may practically be regarded as

limited only by the means available for transporting the produce, and that it will proceed in an accelerating ratio as the recently-authorised arrangements for extending the Indian railways take effect.

I cannot, of course, reproduce here a tithe of the statistics on the subject; the Parliamentary papers containing them may be referred to in the Library of the Institution, or ordered through any bookseller, by the following titles:— C 2,348 of 1879 (Dr. Forbes Watson's Report), C 2,771 of 1881, C 3,710 of 1883.

The general effect may be learned from an anonymous pamphlet, published last year in Calcutta, with the motto, "Honestum, quod proprie vereque dicitur," by a writer who is evidently familiar with the subject, though his style is occasionally somewhat hysterical. As the pamphlet is less easily accessible than the Parliamentary papers, I give a few extracts from it, commencing with the preface:—

"The object of the following pages is to show the "dominant position India occupies as the source of supply "of wheat to Europe; the ease with which the greater "part of the English grain trade could be diverted from "America to India; and the advantages both to the English "manufacturer and to the India ryot that would result from "India becoming the sole source of supply of wheat to the "United Kingdom."

"The wheat trade of England (*p. 7) now oscillates be- "tween the three countries of America, Russia, and India, "swaying from one country to the other on the slightest "fluctuation in price. As wheat can be produced in India "at a prime cost with which the American farmer cannot "compete, my object is now to show that, by properly "developing the communications of India, we should be

* The numerals in brackets refer to the pages of the pamphlet above mentioned.

" enabled to establish such a preponderance in favour of " India that the American trade, in order to hold its own, " would have to submit to sacrifices that would tend to a " complete reopening in that country of the whole question " of free trade.

" This fact seems to be at last clearly seen by the Press " in both countries (p. 8). The *North Western Miller*, pub- " lished at Minneapolis on the 15th October, 1882, says:—

" 'Not long ago, we referred to the growing importance " 'of British India as a wheat-producing country. It is " 'doubtful, however, if Americans appreciate the gigantic " 'possibilities of this new competitor in furnishing the " 'wheat supply of the world, or Europeans the possible " 'magnitude of the stores they may eventually draw from " 'that source.' "

" That India (p. 9) does already raise all the wheat required " by England need not be doubted for an instant. From an " official Report, drawn out by Dr. Forbes Watson, and " presented to both Houses of Parliament in the year 1879, " it appears that the total production of wheat in India " is now not less than 40 million cwts. : the average " annual import of wheat into the United Kingdom being " only about 11 million cwts. The local consumption " of wheat in India is not large, the bulk of the inhabitants " subsisting on cheaper staples ; and it thus appears well " within the limits of probability that India *could* supply, " were proper facilities given, the whole home demand."

" From an outside point of view the amount (p. 10) of " wheat held in India must indeed be vast, when, even with " our present defective communications, the export wheat " trade of India can rise from 2,195,550 cwts. in 1880 to " 7,444,449 cwts. in 1881, and again to 19,863,520 cwts. in " 1882, or more than one-half of England's total imports of " wheat from America in the year 1881, and this with-

"out any appreciable rise in the price of wheat in the "country."

Perhaps, however, the true aspect of the question is more strikingly set out in a letter from Mr. BOOKWALTER, the head of a mercantile firm at New York, and also a recognised authority as a statistician and economist, giving, from the American point of view, the results of his personal examination of it last year in India.

It was written in January last, and addressed to the editor of *Bradstreet's Journal*, which seems to be, in many respects, an American counterpart of our *Mark Lane Express*, as the latter was before, under some more or less occult influence, it took up its parable against the British landowner.

From this letter, which is itself a summary of an extremely interesting communication from Mr. BOOKWALTER, upon India generally, which appeared in the *New York Mechanical News*, I give some extracts; but those of you who have the opportunity to read the whole of it, and the other communication to which I have referred, should certainly do so:—

"There are in India 150,000 square miles, or nearly so, "of land that has not been cultivated, but lies wild and "waste, that is suitable for the culture of wheat. The "Punjaub alone contains over 30,000 square miles of such "land; the North-West Provinces and Oude, over 50,000; "and the Central Provinces and Bombay, nearly 60,000 "square miles. The recent opening of the Sirhind Canal, "as stated in my former letter, will add more than a "million acres to the wheat-growing area. Moreover, it "must be borne in mind that, of the wheat raised in India, "a larger proportion is available for export than in almost "any other country, since the inhabitants are not a "wheat-consuming people. Rice and millet are the great

" food staples, and on these they mainly subsist. And since " it is evident, from what has been said of the crude " methods of farming now pursued, that the land now " under cultivation for wheat can be more than doubled " in its production, it follows that an enlarged demand, " arising from an increase of population, will be readily met " within the present wheat area. The production derived " from the utilisation of new and hitherto waste land will " therefore be wholly realised as an addition to the " exportable surplus."

" Large as has been the exportation of wheat from " India, it is no doubt susceptible of still further increase, " simply by the extension of the railway system. Many " sections of India that are favourable for wheat growing " have as yet no outlet. While at Hyderabad I was told " by the Surgeon-General of India, who is located in the " central provinces and in the Berars, that he had known " large quantities of wheat to go to waste solely for want of " railway facilities for transporting it out of the country and " getting it to market."

" Already the figures which show the extent of wheat " exportation from India have reached a formidable annual " total, and indicate a sure as well as rapid growth. The " first trial cargo was sent to Europe less than 10 years ago, " and in 1875 the export was about 1,500,000 bushels. " Since then it has steadily increased, with the exception of " a falling off in the famine year, until in 1881-82 it " exceeded 37,000,000 bushels. How the exportation for " the year just closed will compare with that of the previous " year we may infer from recent statistics given by London " journals as to the export from Bombay and Calcutta for " the first nine months of 1883. These figures show, for " those two ports alone, the enormous increase of 9,800,000 " bushels over the same period of 1882, being an excess of

" more than 50 per cent. And this has occurred in spite of " the fact that wheat is selling this year for several shillings " per quarter less than last year, a circumstance which " affords conclusive evidence that the increased exportation " is of a permanent nature and not the result of merely " temporary causes."

" Great Britain is the great food-consuming country of " Europe, and is under the constant necessity of supplying " the deficiency of her own product by purchasing abroad. " In obedience to the law of self-interest, she seeks the " most favourable market. As the case now stands, it is " evident that India is her best market for the purchase of " wheat, for she can buy it there most cheaply. Even " though Indian wheat should be quoted in Liverpool in " shillings and pence at the same price as American wheat, " yet to the British it is cheaper. They will pay for the " wheat they procure from India in articles of manufacture " which they themselves produce, and on which they make " a profit. The grain of India is less in price to them by " the amount of profit they derive from the goods in which " they pay for it. Their grain trade with India is, in fact, " simply a development of one of the resources of their " own empire. It furnishes profitable employment within " their own dominions for capital which would otherwise " flow to other countries not under British rule."

" Since two things are apparent, first, that one-fourth of " all agricultural products in this country finds a market " abroad, and the price of the whole crop is therefore fixed " in foreign lands; second, that by reason of the higher " price they have to pay for what they consume, but do not " produce, the necessary outlay of American farmers and " planters, independent of the cost of labour and fixed " investment, exceeds that of a like number of agriculturists " in Europe and Asia by more than 500,000,000 dollars a

" year—a sum greater than the estimated average annual net " profits of all the manufacturers of America during the " past ten years,—is not therefore the real problem for us to " solve, whether our farmer, so handicapped in the race, can " hold his own against his foreign competitor, who can save " over 500,000,000 dollars in the purchase of his supplies, " while producing a crop of the same aggregate value?"

Perhaps I am dealing with this subject at undue length, but its importance to the British landed interest can hardly be overrated.

The problem presents itself to my mind in this shape; but the figures I give are, of course, conjectural, and the conclusion purely empirical.

(A) An unlimited supply of Indian wheat can be delivered here at about 33*s*. per quarter. (B) No other foreign source can systematically supply it in any appreciable quantity at so low a rate. (C) Neither American winter wheat nor any other of the particular quality required for admixture with Indian wheat, in order to produce the best flour required for our market, can under ordinary conditions be imported at much less than 40*s*. per quarter. (D) Our home-growths, if in good condition, will therefore, up to that range of price, command the market so far as the wheat required for mixing with that from India is concerned. It is on this assumption that the estimate I have already given of the probable future price of home-grown wheat is based. The prices now current do not in my opinion pay any, except the Indian producers; and I look for a contraction in the supply from other foreign sources, after the produce of this year's crops has been expended.

Such changes in the conditions of the wheat trade of the world as are forecast in the extracts I have given are undeniably fraught with tremendous issues to others than the British producer; but it is with him only that I have to deal.

The effect in Great Britain must almost certainly be, to limit the area systematically sown with wheat under the ordinary four or five field rotation to such land, unfortunately limited in extent, as will produce on an average not less than 36 bushels per acre. As to the rest of the land now under the plough, great part must either be laid down to permanent pasture; or kept under artificial grasses, clovers, or saintfoin, as long as possible—say, from three to six years—the respective characteristics of the climate and the soil determining which process shall be adopted. On the lands adapted for turnips, it is probable that root crops of different kinds, swedes, common turnips or mangolds, or cabbages, rape, or kohl rabi, will be planted in rotations, giving much shorter intervals between them than heretofore, so that on the arable land much more stock will be wintered, and a less area devoted to corn than heretofore. It must not be forgotten that the growth of a certain proportion of corn is an essential condition to the wintering of stock on a large scale. However much provision may be made for that purpose by ensilage, a considerable quantity of straw will always be necessary. It is probable that some such rotation as the following may ultimately be adopted:—First year, common turnips; second, swedes; third and fourth, corn of different kinds; the last crop sown with saintfoin, clover, or artificial grasses, to remain as long as they will stand, ultimately to be broken up for oats, followed by the two successive years of turnip fallow.

In my opinion, so far as meat and dairy produce are concerned, the British producer may look forward to a fairly prosperous future, notwithstanding the immense competition which he has to face with foreign products.

With this outline of my views, I must quit a subject, which it is impossible to exhaust, and as to which, to say the truth, confident prophecy is out of place, so many

are the factors, and indeed the unknown quantities, to be taken into account, and so endless their possible permutations.

Adverting to the Agricultural Holdings Act, 1883. So far as my experience goes, although two or three formal arbitrations have taken place under it, nothing has yet happened in practice from which the general effect in the future can certainly be inferred.

Whether the Resolutions adopted by many of the Associations of Tenant-right Valuers, following the lead of the Lincolnshire Society, as to the scales of compensation which shall be adopted in their respective districts, in future valuations, fulfil the technical provisions of the Act may be doubted.

However this may be, it will probably be found, in the immediate future at all events, that this common-sense mode of avoiding costly litigation, and discountenancing unjust demands, as well as unfair counter-claims, will prevail, where fair and reasonable rules have been adopted, instead of the more intricate and doubtful proceedings prescribed by the Act for obtaining the same theoretical results.

I may perhaps take the liberty to express here my great satisfaction with an incidental result of the conference which the various bodies of tenant-right valuers have held on the subject. In most of the cases which have come under my observation, the valuers of the highest standing have happily taken a decided lead, with the result that a healthy elevation of the tone of the whole class has been achieved in some districts. If I may venture to say so, indeed, many of them have still to learn that unscrupulous partisanship is bad in every way. On this point, however, it becomes us to speak with due modesty, lest it be said to any of us, "Physician, heal thyself." Without presuming to moralise

on the subject, I shall not conceal my opinion that the too enthusiastic bias with which many Surveyors enforce the views of their clients, whether in depreciating or enhancing claims in compensation cases, by no means tends to raise our reputation as a body.

It is greatly to be feared that the general public can hardly discriminate between such evidence, and that of "scientific witnesses" which a late judge, of somewhat cynical temperament, is reputed to have denounced, in other words, as the superlative form of mendacity.

After reading or witnessing the cross-examination of an enthusiastic Surveyor of the class referred to, one may be inclined to say with the famous widow BLACKACRE, "It was hard, methinks, that a lawyer should use gentlemen witnesses no better." That paragon of her sex (from a lawyer's point of view) cannot, however, be quoted as a sound authority on the proper qualifications of a "gentleman witness." Those of you who remember the scene in the "Plain Dealer" from which my quotation is taken, will fully bear me out in this conclusion.

They will probably agree with me also that the indignation with which the litigious widow and her legal advisers, received the suggestion of a "Reference," instead of legal proceedings, and the contempt she elsewhere expresses for "Arbitration," are occasionally reproduced—and indeed expressed, though rather less forcibly in these latter days—by litigants and their advisers of a corresponding class.

Certainly, the study of the works of the Dramatists of the Restoration, forms no part of the culture which I have heretofore ventured to recommend to the younger members of the profession; but several of the scenes in this particular play, are full of professional interest. There is a curiously modern tone about the City Alderman's inquiry for a "good "dipped seat and estate in Middlesex, Hertfordshire, Essex,

"or Kent." The glimpses, moreover, which it gives us into the precincts of Westminster Hall towards the end of the seventeenth century are extremely interesting.

Such of us, if any, as chance to have our feelings harrowed by cross-examination may find consolation in looking for the prototype of our tormentor among the legal portraits in WYCHERLEY'S marvellous gallery; which contains, however, nothing resembling, in the slightest degree, any of our Learned Associates.

I am again under the necessity of apologising to the Building-Surveyors, for my omission to deal with any topics of special interest to them. It is very certain that the authors of the Papers, read last Session, on the "Improved Dwellings for Labourers and Artisans," and on "Building Risks and their Incidence," are entitled to the best thanks of the Institution, and I was greatly impressed by the knowledge of their subject, independent thought, and animated language, of many of those who took part in the discussions upon them. In the last-named particular, at all events, it is evident that country Surveyors have much to learn from their London brethren.

At the risk of laying myself open to a charge of wearisome iteration, I desire to enforce, in the last words of my final Presidential Address, the immense importance of approaching in our individual practice, as nearly as may be to the ideal standard of professional perfection, resisting manfully, the temptations to achieve mere financial success by the vulgar arts of the advertising showman, or, worse still, by unscrupulous partisanship or tortuous policy of any kind.

I am not, indeed, guilty of the impertinence of addressing this advice to any but the younger Members of the Institution.

As to the "Conscript Fathers" of the Profession every

one of them, looking back on his own career, will, I am sure, agree with me that the ideal life of a man of business can hardly be better described than in the pregnant words which Mr. Browning put into the mouth of Dominus Hyacinthus in "The Ring and the Book"—

> "Altar and hearth—these with a brisk career,
> A source of honest profit and good fame,
> Just so much work as keeps the brain from rust,
> Just so much play as lets the heart expand,
> Honouring God and serving man—I say
> These are reality, and all else—fluff,
> Nutshell and naught—thank Flaccus for the phrase."

Mr. T. Huskinson (Past-President) thought that no one in that large meeting could have listened to the remarks of The President without feeling under an obligation to him for such a careful investigation, and such an accurate and exhaustive treatment of the various important topics dealt with in his Address.

He could confirm from his own experience the truth of The President's description of the present condition of agriculture, and not only from his professional but also from his personal experience as an agriculturist, both in the capacity of tenant-farmer and as an owner cultivating his own land. Nevertheless, he did not regard it altogether as a case for despondency or despair. It was well to fall back on as long an experience as they could call to mind, and see how far it furnished hope for the future. No doubt the price of corn was as low and as unremunerative as had been described, yet, happily, in matters of agriculture, they did not "live by bread alone."

There were other considerations which bore a more hopeful character. What had happened during the last fifty years?—for he was sorry to say he was old enough to take into account that long period! Go back to 1835, when the average prices of corn from 1828 to 1835 were taken

by Sir Robert Peel, as the basis of the commutation of tithes. These prices were wheat at 56*s.*, barley at 32*s.*, and oats at 21*s.* 9*d.* Throughout the period referred to he did not think, as regarded grain, that the average in any 7 years had risen or fallen more than 11 per cent. above or below the price originally fixed, or, taking the average of the whole period, more, probably, than 3 per cent. Judging, therefore, by the results of that long period, there was no reason, he thought, at present, to expect that the future would be more serious than the past had been.

He hesitated to say much about the future, for experience had shown him that nothing was more certain to happen than the unexpected and unforeseen; but, as regarded what the farmer had to look to for future profit, he might call attention to the following facts. Wheat might be put aside for the moment, as he would allow as to wheat that the future might not present a much more hopeful prospect than that depicted by The President. But barley, on the other hand, was now quite up to the commutation price of which he had spoken, and oats were not worth less than the commutation price of 21*s.* 9*d.* Again, take dairy produce. At the time to which he had referred the price of milk was about 6*d.* per gallon, wholesale, in localities where, within his own knowledge, farmers were now making 9*d.* per gallon—an increase of 50 per cent. With regard to butter, he used to think himself fortunate when he made a contract to supply the hotels in Nottingham at 1*s.* per pound all the year round, and any contract might now be taken at 1*s.* 6*d.*; so here also was an increase of at least 50 per cent. The same thing applied, on much the same scale, to cheese; and, if they turned to meat, it would be within the remembrance of some present that fifty years ago they thought themselves satisfied if they sold beef at 6*s.* per stone of 14 lbs. He had himself sold it lately at Nottingham at 9*s.*; and

here again was an increase of 50 per cent. Mutton had risen in like proportion. Therefore, it came to this, that on every article of produce, excluding wheat and wool, there was an increase of, at any rate, over 40 per cent. in price within the last 50 years.

It appeared, therefore, that there were certain compensating advantages and some elements of hope in what must come sooner or later—a revival of trade, and the fuller employment of labour. In any case, he saw no reason for supposing that the prices of animal food would fall materially below their present level. In some cases he believed that farmers were now selling wheat at a less price per stone than they were paying for linseed-cake, instead of substituting their own produce for purchased feeding-stuffs, and converting it into meat and milk.

He remembered a farmer in Nottingham saying, in 1835, "I have done a thing to-day which I have never done in my life" (and he was an old man) "I have sold wheat and barley in Nottingham market at the same price, viz., 35*s.* per quarter." That market represented a fair average over the country, and though wheat is now very low, the price is not unprecedented; and, this being so, he hoped that the outlook was not altogether so dismal as might be supposed, especially if Providence favoured the country with such seasons as the last.

It might also be some consolation to remember that at the period he was taking for comparison with present prices a high protective tariff was in full operation. That protection had now been entirely swept away, notwithstanding which the results to-day, so far as meat and dairy produce are concerned, were what he had stated. He argued from this that there was no ground at present for despondency, still less for despair. The only course was to be patient and see what average seasons would do, and above all not

lose heart, remembering the advice of the old sailor to ÆNEAS,

> "What e'er betides, he only cures
> The stroke of fortune who endures."

He felt sure he was only expressing the sentiments of all present when he proposed a cordial vote of thanks to THE PRESIDENT for his excellent Address.

Mr. D. WATNEY (Fellow) begged to second the vote of thanks to THE PRESIDENT for his very concise yet very lucid Address. Although Mr. HUSKINSON had taken a more hopeful view than THE PRESIDENT of the agricultural situation, yet his (Mr. WATNEY's) experience altogether inclined him to THE PRESIDENT's view, for, though it might be the case that there was an increase of 30 per cent. in the price of different farm products as compared with the period to which Mr. HUSKINSON had referred, the increased cost of production fully swallowed up that increase, and something more.

The vote of thanks was put to the Meeting, and having been carried unanimously, and briefly acknowledged by THE PRESIDENT,

The Meeting adjourned.

Paper 125
No. 213

FARM TENANCY AGREEMENTS

IN RELATION TO THE LAST AGRICULTURAL HOLDINGS ACT (1883) FOR ENGLAND.

By JOHN SHAW (Fellow).

Read at the Ordinary General Meeting of The Surveyors' Institution, *Monday, November 24th,* 1884.

THE PRESIDENT (MR. T. SMITH WOOLLEY) IN THE CHAIR.

Before reading the Paper, which it is my privilege to introduce to-night, I should like to say that I have approached the subject from a strong sense of duty and a feeling of great responsibility. Of duty, because I feel it to be incumbent upon every one in my position, representing large landed estates, to deal fully and frankly with the last Agricultural Holdings Act; and it is, I consider, a great responsibility to attempt practically to put in operation by a written agreement an untried Act of Parliament.

I am very anxious for a full discussion, and I am sanguine in expecting this, because the views I am about to enunciate will be found somewhat opposed to the opinions of various Chambers of Agriculture and other bodies who have considered the question, and also, I believe, in opposition to the views of some Members of this Institution.

There is, however, I think, nothing like a healthy opposition upon any question, as by that means we are in a better position for arriving at the truth than by discussing a

subject from one point of view only. I should state that the object of the agreement I submit to the Institution is to give honest and complete effect to the recent Act.

For many years past an improved system of compensation has been gradually established on the estates under my management, by means of liberal tenancy agreements for the encouragement of good farming. I may also state that the Act of 1875 was put into operation almost in its entirety upon these estates, under an agreement settled by consultation with the tenantry, the exceptions, in point of fact, being mainly for the purpose of giving more liberal compensation than that provided for by the Act.

Passing to the immediate subject of my Paper, a fair Tenancy Agreement has always been, in my opinion, of the utmost importance to agricultural success, but it is, I think, particularly important at the present time, in view of the operation of the Agricultural Holdings (England) Act, 1883.

Forty years ago farm agreements were generally very long and very stringent, full of penalties and of details as to what a tenant should do, and what he should not do; what he should grow and sell, and what he should not grow and sell; and they were frequently entered into without reference to change of seasons, the character of the soil, or other circumstances affecting the particular tenancy. At the same time, where established customs prevailed, and a mode of entry could be proved, valuations, on quitting, were, generally, fairly settled without any written agreement—the simple rule, "as a man entered so he should quit," being accepted and acted upon.

About thirty-five years ago, after the repeal of the Corn Laws, when attention was directed to new modes of farming, a more liberal allowance for tenant-right was frequently introduced by agreement, and in districts where no definite

customs existed (except as to away-going crops), and where allowances for cake or manures, and green-crop fallows, were unknown, it became a matter of importance to provide for compensation under a written agreement.

Some time after that period the Earl of Lichfield offered a prize of £50, in connection with the Staffordshire Agricultural Society, for the best farm agreement. The award for this prize agreement was left to a committee of landowners and tenant-farmers, and the decision was given in favour of an agreement prepared by a tenant-farmer, but I believe this agreement was never much used. Lord Lichfield ultimately adopted a liberal agreement upon his estates, and many other landowners did likewise. The effect of these agreements was, generally, to establish definite and liberal allowances to tenants on quitting, in districts where, in the absence of any written agreement, fair compensation could not be secured. Thus, long before Parliamentary action, by any Agricultural Holdings Act, an improved system of compensation was gradually established, by good tenancy agreements in writing, for the encouragement of good farming.

After the passing of the Agricultural Holdings (England) Act, 1875, much discussion took place, in this Institution and elsewhere, and upon many large estates, where the Act was not fully applied, liberal agreements were adopted, embodying the principles of the Act. The Act of 1875 was, as before stated, adopted on the estates under my management, almost in its entirety, by an agreement in writing, which was settled by consultation and discussion, clause by clause, with the respective tenantry, and a definite scale of allowances for food and manure was agreed upon, under the third class of improvements. It will be remembered that, by the Act of 1875, the tenant's compensation, in respect of an improvement of the first and second class, was to "*be the sum laid*

"*out by the tenant on the improvement, with a deduction of a* "*proportionate part thereof for each year while the tenancy* "*endured after the year of tenancy in which the outlay was* "*made, and whilst the improvement continued unexhausted,*" and in respect of an improvement of the third class "*such* "*proportion of the sum properly laid out by the tenant on the* "*improvement as fairly represented the value thereof, at the* "*termination of the tenancy, to an incoming tenant.*"

Although there may be some doubt as to how far existing agreements may continue in operation under the present Act, now that the Act of 1875 has been repealed and the Agricultural Holdings (England) Act, 1883, has become law, it seems to me, in every case, necessary to have an agreement in writing, not only for the purpose of giving full effect to the Act, but also to obtain, from time to time, particulars of improvements made by the tenant, and to provide for uniform action and procedure, in all arbitrations, on a tenant quitting, for all matters which may arise between landlord and tenant, whether under the Act or otherwise.

But, in settling these agreements, I think the distinction between the Act of 1883 and the previous Act should be clearly borne in mind—the principle of compensation under the first Act being, as before mentioned, *in proportion to the cost of the improvement*, whilst the present Act provides that the tenant, on quitting his holding at the determination of a tenancy, shall receive as compensation for an improvement "*such sum as fairly represents the value of the improve-* "*ment to an incoming tenant,*" with the exception of "*what* "*is justly due to the inherent capabilities of the soil,*" and subject to other regulations as to compensation under the Act.

I think, also, that care should be taken, at the com-

mencement of any future tenancy, to define, by the agreement, the actual state of the farm, and any special conditions as to letting, and to provide, as far as possible, that the compensation for an improvement, on quitting, shall depend upon the farm being left in good heart or otherwise; as it must be obvious that a sum laid out by a skilful and intelligent tenant upon a well-cultivated farm is of greater value to an incomer than the same amount expended by an injudicious tenant, ill-advisably, upon a farm in poor condition.

I think, moreover, that a farm tenancy agreement should be as concise and clear in form and arrangement as possible, and that the document should be complete in itself, without reference to any outside custom. The agreement, on each particular estate, should also be the subject of free discussion between landlord and tenant, and should give fair effect to all statutory enactments affecting either of them, as I feel persuaded that it is only by straightforward and honest action on both sides that the good relations which are still generally existing between landlords and tenants can be continued.

With these views, I have prepared the following agreement, in relation to the last Agricultural Holdings Act, for a Lady-day farm tenancy, from year to year, in my own district in Derbyshire, the details of which could be modified for a Michaelmas tenancy, or for other districts where ordinary customs, as to away-going crops, ploughing, hay, straw, and manure, are different.

Most farm tenancies in England commence at Lady-day or Michaelmas, although on some estates a Martinmas or other entry may still exist.

I do not propose to consider the relative advantages of a Lady-day or Michaelmas entry, or the question of long

leases, nor do I suggest an agreement applicable to small allotments or market-gardens, under the Act of 1883.

In preparing the agreement now in question, I have taken into consideration the customs prevailing upon the estates to which it is intended specially to apply, and have embodied the Agricultural Holdings Act of 1883 in the way in which I interpret its application. As to these customs, and as to my views of the effect and operation of the Act, in relation to the agreement, I will hereafter endeavour to explain.

As regards my own individual action at the present time, I propose to discuss all new agreements with the tenantry upon each estate, as I did in 1876; but I hope, previously, to avail myself of the discussion upon this Paper, which I trust may be, in every respect, full and exhaustive.

The agreement which I propose for a Lady-day Tenancy for my own district, in Derbyshire, will be found as an Appendix to this Paper.

As regards the first part of the agreement, which refers to the letting of the farm, the rent and payment thereof, landlord's reservations, and the notice to quit, I have only to remark that, although the stipulation for the payment of rent quarterly is a usual condition, rents, as a rule, are collected half-yearly, and long credit is frequently given.

Twelve months' notice to quit, under ordinary circumstances, is provided for, but I think, on the decease of the tenant, only six months' notice should be required; and in the case of bankruptcy, the same powers should be reserved to the landlord as are given to the tenant under the Bankruptcy Act. It is generally important to the family of a deceased tenant to be able to wind up affairs as soon as possible, and I have invariably found that six months' notice, in such a case, is preferred by all parties.

As to Tenant's Conditions.

Clause 1 is a necessary provision for securing the payment of the tenant-right on entry.

Clause 2, *as to reletting.*—I also consider this to be necessary, and particularly in the last year of the tenancy, as I have known considerable damage done by tenants letting off portions of their farm to stock-jobbers and others, and thus causing risk to the adjoining tenants. It may be urged that this might prove a hardship upon the outgoing tenant. He might want to sell off his stock some weeks before the expiration of the tenancy, and if he could not let the grazing it would be a loss to him; but this is provided against in Clause 7, where the herbage of meadow or pasture land, of which possession is given up to the landlord or incoming tenant, is to be paid for, from the time of giving up to the termination of the tenancy.

Clause 3.—*Provides, as briefly as possible, for the due payment of rates and taxes, and for the proper management of the farm, for tenant's repairs, and for the prevention of waste and encroachments.* I think there are no unnecessary restrictions in this clause, but some of them will only be important on a tenant quitting; and as regards hay and straw, grown in the neighbourhood of good markets, it may be desirable to modify the condition as to selling off under a fair arrangement for bringing back manure or feeding-stuffs.

Clauses 4 *and* 5.—*As to the breaking-up of old meadow or pasture land, overholding the premises after notice to quit, giving up certain land previous to quitting, and other matters.* These covenants appear to me only reasonable and necessary, and such as are customary in many districts.

Clause 6.—*As to cultivation of arable land on quitting, and payment for dilapidations.* It will be observed that,

with the exception of the restriction in Clause 3, as to not taking more than two white crops in succession, or grazing at least two-thirds of the pasture or turf land in every year, this is the only restriction upon the management of the farm. This condition has been framed according to the custom of farming in the particular district to which the agreement is intended to apply; and it is not unreasonable to expect a tenant, on a five-course system, to leave one-fifth of his arable land in fallow or green crops, and one-fifth in clover or grass seeds, sown upon a crop immediately succeeding a fallow. On the other hand, if the arable land upon the farm is left clean and in good condition, with its right proportion of fallow or green crops and seeds, proper cultivation will be secured.

I think, also, it is only reasonable to provide that the tenant shall be responsible to the landlord for the proper carrying out of the agreement in the same way as the landlord is accountable to the tenant, and this should be irrespective of any claim the tenant may make under the Agricultural Holdings Act.

Landlord's Conditions.

Clause 7 provides that the landlord shall make certain allowances to the outgoing tenant for hay, straw, tillages, outgoing crops, and manure.

It is perhaps necessary to remark that, in the district to which this agreement is proposed specially to apply, the manure arising from the produce of the preceding harvest now belongs to the tenant, and is to be paid for by the landlord on the tenant quitting. A few years ago, until the passing of the Act of 1875, the manure on these estates belonged to the landlord; but, as a concession to the tenants, and for other considerations, arrangements were made for

the offgoing tenants to be paid for the manure. I consider it desirable that the manure made from the last crop should belong to the tenant and be paid for on quitting, as the offgoer has then an inducement to secure the making of good manure, which must be of great advantage to the incomer.

The allowance for straw is also based upon the same custom; but it will be observed that the provision is to allow for not more than one-fifth of the hay and straw at the time of quitting, the understanding being that four-fifths, at least, will then have been consumed on the farm. This condition was originally a tenant's proposition; but of course, where different customs prevail, the agreement should be framed accordingly.

The provision for the payment for fallows is usual and reasonable. The fixed value of the root crops, for the purpose of the valuation, is to protect the offgoing tenant in a good season (when, if the full value of the crop should be deducted, there would be nothing to be paid for the fallow), and also to prevent the landlord or incoming tenant having to pay for the whole cost of the fallow where the root crop has been a failure.

As regards the wheat crop, the "*custom of the country,*" in the district in question, is for the outgoing tenant to take two-thirds of the fallow wheat, and one-half the brush crop, growing on the farm at the time of quitting; but as this custom was found inconvenient, and the payment *for seed and labour only* enables the valuation to be settled immediately on the tenant quitting, the going-off was altered accordingly. The other allowances in this clause are only fair and usual, and do not, I think, require any explanation.

We next come to Clause 8, *which provides compensation under the Agricultural Holdings* (*England*) *Act,* 1883. This will, no doubt, be considered one of the most important

clauses of the agreement, as upon it will depend the application of the last Agricultural Holdings Act.

Judging from a former discussion in this Institution, and also from the proceedings of other bodies connected with agriculture, I am ready to expect that some opposition may be taken to the views which I am about to express. I have, however, very carefully considered the provision for compensation under the Act, and also the various proposals for allowing compensation by an agreement under the third part of the first schedule, according to the actual cost of the improvement.

And, again, I beg to call attention to the difference in principle between the Act of 1875 and that of 1883.

Uniform scales of allowances, according to cost, were strictly in accordance with the Act of 1875; but I find nothing whatever in the Act of 1883 which would admit such a principle. No doubt the cost of the improvement claimed for, and the periods at which the outlay may have occurred, will have an effect upon the mind of the valuer, and will be, in many cases, an important element for consideration.

The application, also, of a customary, or acknowledged, scale of allowances in a particular district will, no doubt, be taken into account in arriving at an estimate of the value of the improvement to an incoming tenant; but, as I have before observed, so much depends upon the state and condition of the farm, and the way in which the improvement has been executed, that it would not, in my judgment, be in conformity with the Act of 1883 to allow the same scale of compensation in all cases, even in the same district.

I have also known instances, where the application of a uniform scale, upon a particular estate, has been found to act most unjustly. A bad tenant has gone off a farm and received as much compensation for his outlay as a good

tenant would have received, and the money paid has been of little advantage to the landlord or incomer.

Of course, it would be important to ascertain, if possible, the *real value to the land* of feeding-stuffs consumed and manures applied, after certain crops have been taken; but, at present, no really definite or reliable principle as to this seems to have been established.

As regards the first and second parts of the first schedule to the Act, it is clear that, "*in the event of any "agreement being made between the landlord and tenant, any "compensation payable thereunder shall be deemed to be substi- "tuted for compensation under the Act.*"

It is perfectly true, also, that any particular agreement, in writing, which secures to the tenant, for any improvement mentioned in the third part of the first schedule to the Act, "*fair and reasonable compensation, having regard "to the circumstances existing at the time of making such "agreement; then, in such case, the compensation in respect "of such improvement shall be payable in pursuance of the "particular agreement, and shall be deemed to be substituted "for compensation under the Act.*"

The words "*having regard to the circumstances existing at the time of making such agreement*" seem to me to have a very important bearing upon the question; at any rate, if they have any bearing at all, it must be manifest that a specific allowance, in all cases, in any particular district, could not really be applicable, because the circumstances of one case must, practically, in most instances, be very different to those in another.

I have no doubt that preference would generally be given to a settled scale of allowances, rather than leave the question open to valuers; but we have not to deal with what either a landlord or tenant would prefer—so far as the third part of the schedule extends, and which is the

important feature of the Act to which a general agreement can apply,—but to carry into effect the true intent and meaning of an Act of Parliament.

When I took part in the discussion, last Session, upon Mr. Willis Bund's Paper, I then thought it might be possible, in accordance with the Act, to make an agreement embodying a scale of allowances, as in the Act of 1875; but, notwithstanding that this view was then supported by several of the most eminent Fellows of this Institution, I have since come to the conclusion that there is nothing in the last Agricultural Holdings Act to confirm that opinion. I think, however, that an understanding between valuers in different localities, as in Lincolnshire, the north of England, and elsewhere, as to the *principles* of settling valuations under the Act, is very desirable, and both landlord and tenant ought to be fully prepared with all records and particulars affecting the valuation, whenever it has to be made. But, I must repeat, I do not consider it to be in conformity with the Act of 1883 to embody a scale of allowances in an agreement, to give compensation for an improvement under the third part of the first schedule, *according to the cost thereof;* nor do I think that any general custom can be fairly applied, in all cases, even in a limited district.

I am aware it may be said that it will be a very difficult problem to fix fair and reasonable compensation according to this view of the Act, "*as the value of the improvement to an incoming tenant*," but, practically, I do not anticipate much difficulty so soon as the principles of the Act are thoroughly understood.

The question of the "*inherent capabilities of the soil*" will have to be taken into consideration, where necessary. It has been said that the Lincolnshire custom or any similar custom would, if applied, settle the question as to what

is due to the inherent capabilities of the soil for the whole of Part III. of the schedule; also, that the question does not apply to improvements in the first part of the schedule. But I cannot agree with this view of the Act.

It seems to me clear that the first section, which provides for compensation, refers *to any improvement comprised in the first schedule*, and, therefore, the question may at any time arise. As an illustration, the inherent capabilities of the soil must apply to the laying-down lands to permanent pasture; but I do not anticipate that Nos. 22 and 23 in the schedule will be much affected thereby.

The best method of dealing with any valuation for an improvement will be for the tenant to be able to furnish details as to the time of outlay, the actual condition of the land, and the results upon the crop, and this will, of course, necessitate the keeping of good accounts, which, in every respect, is most desirable. The state and condition of the farm, and whether the soil is good or bad, must always, I think, be important elements.

Practically, with ordinary information and due care, apparent difficulties may be overcome; but, without an agreement in writing, and in the absence of proper records, serious questions must undoubtedly arise.

I think it will be very desirable for a tenant under the Act, and also under any agreement, to consider well before he makes an outlay, whether he is going to make a *real* improvement or otherwise, as a case may happen where a tenant may lay out money injudiciously and get nothing for it, because it is worth nothing to the incoming tenant.

On the other hand, a skilful and judicious improvement may prove not only of benefit during the occupancy, but may also, on quitting, entitle the tenant to substantial compensation.

With these remarks I will call your attention to the

clause in the proposed agreement. *The governing principle is to provide that "the tenant shall be paid or allowed fair "and reasonable compensation on quitting (according to the "state of the farm, whether in good condition or otherwise) "for improvements executed by him under and in conformity "with the Act."* These are divided into three parts :—

1. *For improvements comprised in the first and second parts of the first schedule to the said Act, for which other compensation shall not have been substituted by this or by some future agreement between the landlord and tenant, and for which the landlord's consent, where necessary, or the tenant's notices, where required, shall have been given, fair and reasonable compensation, as the value of the improvement to an incoming tenant, shall be paid or allowed under the said Act.*

The first part of the schedule refers to buildings, and many matters which should be done, and which, in my experience, are usually done by the landlord, but, in the case of laying down permanent pasture, and other similar improvements, generally done by the tenant; and also on the subject of drainage (Part II.) there will be no difficulty in making arrangements which will be fair and reasonable, and which *must* be acknowledged under the Act. In cases where no definite arrangements are made, and where the requisite consents as to Part I., and the necessary notices as to Part II. have been given, the compensation is to be paid according to the Act, and according to the judgment of the valuers.

2. *For such improvements as are comprised in the third part of the first schedule to the said Act, and numbered respectively* 16, 17, 18, 19, 20, *and* 21, *fair and reasonable compensation, as the value of the improvement to an incoming tenant, shall be paid or allowed under the*

said Act. But the tenant hereby agrees that a statement, with vouchers as to each such improvement, shall be furnished by him to the landlord within one month after the improvement has been made.

These improvements can be done by the tenant without the consent of the landlord, but, as some of them might *not* be considered applicable to the farm, I think it is only reasonable that the landlord should have notice of the work being done, not only for the purpose of satisfying himself as to its advantage or otherwise, but also to prepare him with the necessary particulars for any claim for improvements which might at any time arise. I have, therefore, provided that a statement, with vouchers, as to such improvements, should be furnished by the tenant to the landlord within one month after the improvement is made. The governing clause, as to the state and condition of the farm, in settling the compensation, would also here apply, and I cannot conceive that there would be anything unreasonable in the provision, or anything in it which would be in contravention of the Act. The award of compensation would be left to the arbitrators as the value of the improvement to an incoming tenant.

3. *For such improvements as are comprised in the said third part of the first schedule to the said Act, numbered respectively* 22 *and* 23, *fair and reasonable compensation, as the value of the improvement to an incoming tenant, shall be paid and allowed under the said Act. Provided always that the landlord shall in all cases have reasonable security that all purchased food or manures are genuine, and of good quality, or purchased from reliable sources. Also that a statement in respect thereof, with vouchers, shall, if required by the landlord, be delivered annually by the tenant. And in estimating the*

compensation to be paid for purchased food, the average yearly consumption upon the farm shall be taken into consideration.

This refers solely to purchased manures and feeding-stuffs. The compensation is to be fair and reasonable, as the value of the improvement to an incoming tenant. These are the words of the Act, and, with the governing clause, that the state and condition of the farm shall be considered, the compensation would be left for the valuers to determine.

The provisos, that the landlord shall have reasonable security that all purchased manures are genuine, and also that a statement in respect thereof, with vouchers, shall, if *required*, be delivered annually by the tenant, are only reasonable provisions to be used if necessary, and I do not think they can be considered arbitrary or in opposition to the Act.

I can only repeat that the principle embodied in Clause 8 of the agreement seems to me the only mode of applying the Act of 1883, by an agreement in writing, to an annual farm tenancy.

Mutual Conditions.

As regards the arbitration proceedings under Clause 9, I consider it of the utmost importance that all valuations, whether under the agreement or under the Agricultural Holdings Act, should be settled by a reference, conducted in all respects as if it were wholly a reference under the Act; and also that there should be a clear and definite award upon all points, whether under the Act or otherwise.

By these means, and with a careful appointment of valuers, and the further guarantee of an umpire appointed by the Land Commissioners, which in all cases I should

recommend, I hope we may soon be able to congratulate ourselves on a marked improvement in the mode of settling tenant-right valuations, which in many cases are unfortunately, at present, most unsatisfactory.

Clause 10 *provides for the agreement to remain in force in case of any alteration or change in any part of the farm.*

Clause 11 *embodies all the provisions of the Agricultural Holdings Act,* 1883, *excepting Section* 33, *which is excepted only so far as to limit the notice to quit to six months on the death of a tenant.*

The first schedule to the agreement will give the particulars of the farm, and it is proposed to insert a short note at the foot of it, describing the state and condition on entry and any other matters which are deemed important, as affecting the tenancy.

The second schedule will contain a list of the fixtures belonging to the landlord, with any remarks thereon.

The schedule to the Agricultural Holdings Act, 1883, will be found in the fold of the agreement.

I am fully sensible of the imperfect manner in which I have dealt with this important subject, but I can honestly say that I have carefully applied my best judgment and experience in preparing what I consider a practical and fair Tenancy Agreement, in accordance with, and giving full effect to, the principle of the Agricultural Holdings (England) Act, 1883.

What may be the opinion of the Institution, I trust the discussion may fully show.

APPENDIX.

Mr. Shaw's Agreement.

AN AGREEMENT made this day of 18
Between
hereinafter styled the Landlord, of the one part, and

of in the County of
(his Executors, Administrators, and Assigns), hereinafter styled the Tenant, of the other part.

The Landlord agrees to let, and the Tenant agrees to take, from the 25th day of March, 18 for one year, and so on from year to year, the Farm-House, Outbuildings, and Lands (hereinafter called the Farm), situate in the Township of in the Parish of in the County of and which are specified in the First Schedule hereto, together with the use of the fixtures described in the Second Schedule hereto, at the yearly rent of payable in four equal quarterly payments, namely:—on the 25th day of March, the 24th day of June, the 29th day of September, and the 24th day of December in each year, the first payment to become due on the 24th day of June now next ensuing.

Reserving to the Landlord all Fences bounding the Plantations and Coverts, and all Trees and Pollards, Minerals and Stone, with right to enter upon the Farm to view the same, to plant, fell, and carry away Trees and Pollards (but allowing the Tenant to cut the Pollards at proper seasons for repairs upon the Farm); also to erect Cottages, or to make any necessary improvements, and to search for, get, and carry away Minerals and Stone (paying reasonable compensation for all damage, if any, done); and reserving all fish, game, and wild fowl, and all Landlord's concurrent rights to hares and rabbits, with liberty to enter upon the Farm to preserve, take, and kill the same.

The Tenancy may be determined by either party giving to the other notice to quit twelve calendar months prior to the 25th day of March in any year, except on the decease of the Tenant, when six months' notice only shall be required; but should the Tenant become bankrupt, or compound or arrange with his creditors, or suffer his effects to be taken in execution, then, and in any of the said cases, it shall be lawful for the Landlord into and upon the

Farm or any part thereof in the name of the whole, to re-enter and to determine the Tenancy without notice.

The Tenancy is also subject to the following stipulations and conditions; that is to say:—

TENANT'S CONDITIONS.

The Tenant agrees—

On coming in the Tenant to pay Tenant-right, &c.

1. To pay to the Landlord or outgoing Tenant at the commencement of the Tenancy for all tillages, crops, seeds, and tenant-right, in like manner, as it is herein agreed, that the Tenant shall be paid at the termination of the Tenancy.

Tenant not to Underlet.

2. During the continuance of the Tenancy hereby created, not to underlet or part with any portion of the Farm without the previous consent in writing of the Landlord; and in the last year of the Tenancy not to depasture the Farm with any Stock which shall not be *bonâ fide* his own property, or the property of the Landlord or incoming Tenant, for which compensation is provided to be paid the Tenant in Clause 7.

Tenant to pay Rates and Taxes. To reside on Farm. Management and Repairs prescribed.

3. To pay the rents hereby reserved clear of all deductions, except Landlord's property tax and Tithe-rent charge; and also to pay and discharge all other rates and taxes now or hereafter chargeable on the Farm; to make the Farm-house the usual residence of himself and his family; to manage the Farm according to the most approved practice of good husbandry; and to keep it clean; not to grow more than two white straw crops in succession; to graze at least two-thirds of the pasture or turf land every year; and to properly manure or irrigate that part which may be mown; to consume and use in the yards and buildings, all the hay and straw produced upon the Farm (except as provided by Clause 7); to consume on the Farm all the turnips and other green crops the produce of the Farm; to spread thereon all the manure that shall arise from the produce thereof (except that made in the last six months of the Tenancy, arising from the produce of the preceding harvest, which shall be heaped in the yards, or some other convenient place on the premises); to keep all watercourses, drains, ditches, fences, and roads in substantial repair; to maintain and keep the Farm-house, both inside and out, together with the window-glass and all buildings, Landlord's fixtures, gates, fences, stiles, and pumps in good repair (damage by fire or tempest, or other inevitable accident, only excepted), being allowed at the wharf or kiln timber in the rough, bricks, stone, and tiles for that purpose. Not to commit or permit any waste of any description, and to prevent all encroachments upon the Farm. To give notice to the Landlord of all encroachments and of all systematic trespasses, and, when required by the Landlord, to sign notices to

Notice as to Trespass, &c.

warn off Trespassers, and to permit his name to be used in any prosecution or action to be brought against such Trespassers, the Landlord paying the expense of such action or prosecution.

Notice to Assurance Co. for increased risk of Fire. Trees not to be cut, &c. Turf not to be broken up. Additional rent for breaking up pasture and for overholding.

4. Not to cut or prune any timber tree, or nail rails, or hang gates on trees; not to use any stove, or machine on the Farm by which the risk of fire may be increased, without previously giving notice of the same to the Agent of the Assurance Company in whose office the buildings are insured; not to break up any of the old meadow, pasture, or turf land, without the previous consent in writing of the Landlord; but in the event of so doing, to pay to the Landlord, as rent, in addition to the aforesaid rent, the further sum of Twenty Pounds per acre per annum, and so on in proportion for any greater or less part of an acre so broken up. Also to pay Ten Pounds per day by way of rent for every day he shall overhold any part of the said premises after the expiration of any notice to quit.

Certain land to be given up previous to quitting.

5. If required, on or any day after the first day of February, immediately preceding the termination of the Tenancy, to give up to the Landlord or incoming Tenant, without any allowance for the same, possession of such land as he or they may wish to prepare for any root crop, or to sow with beans, oats, or vetches, or to seed with clover and grass seeds; together with the meadow land, or land usually mown (being paid for any grazing upon it); also, to give permission to cut hedges, scour ditches, or to do any other usual or necessary acts of husbandry.

Cultivation of Arable Land prescribed on quitting.

6. At the termination of the Tenancy, to leave as nearly as the sizes of the fields will admit, not less than one-fifth of the arable land in fallow, or fallow on which turnips or other green crops have been grown; not less than one-fifth in clover or grass seeds, sown upon the crop immediately succeeding a fallow, such seeds not to be grazed after the first day of November preceding the termination of the Tenancy; and to leave the whole of the arable land clean and in good condition.

Dilapidations to be paid for on quitting.

To pay the Landlord such sums of money as shall be found due for all dilapidations which may have arisen during the Tenancy, or for any acts done contrary to, or omitted to be performed under, this agreement.

LANDLORD'S CONDITIONS.

The Landlord agrees—

Regulations as to Hay, Straw, Tillages, and Outgoing Crops and Manure.

7. At the termination of the Tenancy, to pay the Tenant the market value (less £1 per ton for marketing) of the hay and straw left on the Farm, being the produce of the preceding harvest, and not exceeding one-fifth of the same (any excess of such produce then unconsumed to belong to the Landlord).

Also to pay for all naked turnip and mangold-wurtzel fallows duly cleaned and managed (the same being estimated according to their actual cleanness and not according to the labour done); in turnip fallows one-half the value, and in mangold-wurtzel two-thirds of the value of the crop to be deducted when eaten on the land, and the whole value to be deducted when the crop is drawn off and consumed elsewhere. Nevertheless it is agreed that for this purpose the Root Crop shall not be estimated at its intrinsic worth, but at a certain fixed value, namely, for swedes and mangold-wurtzel four pounds per acre, and for common turnips three pounds per acre.

The Tenant shall also be allowed for the seed (properly dressed) and for the labour upon all wheat sown during the last year of the Tenancy in due season and in a proper manner.

Also for the amount expended in clover and grass seeds, and for the cost of labour and sowing the same (such seeds not being grazed after the first of November previous to quitting).

For the herbage of meadow or pasture land, of which possession is given to the Landlord or incoming Tenant, from the time of the same being given up to the termination of the Tenancy.

And for ploughing and all other acts of husbandry properly executed.

Also for the value of all manure made in the yards, arising from the produce of the preceding harvest, but exclusive of any compensation awarded under the Agricultural Holdings (England) Act, 1883, or otherwise, for food consumed in the making of such manure.

Compensation under Agricultural Holdings (England) Act, 1883.

8. The Tenant shall also be paid or allowed fair and reasonable compensation on quitting (according to the state of the Farm whether in good condition or otherwise) for improvements executed by him under, and in conformity with, the provisions of the Agricultural Holdings (England) Act, 1883, as follows: that is to say—

i.—For improvements comprised in the first and second parts of the first Schedule to the said Act for which other compensation shall not have been substituted by this or by some future Agreement between the Landlord and Tenant and for which the Landlord's consent where necessary or the Tenant's notices where required shall have been given, fair and reasonable compensation as the value of the improvement to an incoming Tenant shall be paid or allowed under the said Act.

ii.—For such improvements as are comprised in the third part of the first Schedule to the said Act, and numbered respectively 16, 17, 18, 19, 20, and 21, fair and reasonable compensation as the value of the improvement to an

incoming Tenant shall be paid or allowed under the said Act. But the Tenant hereby agrees that a statement with vouchers as to each such improvement shall be furnished by him to the Landlord within one month after the improvement has been made.

iii.—For such improvements as are comprised in the said third part of the first Schedule to the said Act, numbered respectively 22 and 23, fair and reasonable compensation as the value of the improvement to an incoming Tenant shall be paid and allowed under the said Act. Provided always that the Landlord shall in all cases have reasonable security that all purchased food or manures are genuine and of good quality, or purchased from reliable sources. Also that a statement in respect thereof with vouchers, shall, if required by the Landlord, be delivered annually by the Tenant. And in estimating the compensation to be paid for purchased food, the average yearly consumption upon the Farm shall be taken into consideration.

MUTUAL CONDITIONS.

The Landlord and Tenant mutually agree—

Arbitration Proceedings.

9. That all differences which may arise as well under the provisions of this Agreement as under the said Agricultural Holdings (England) Act, 1883, shall be settled by a reference, and such reference shall be conducted in all respects as if it were wholly a reference under the said Act (except as to notices of claims not within the Act), and all the provisions contained in the said Act, or any then subsisting statutory modifications thereof applicable to such a reference shall apply accordingly. Provided that differences concerning improvements and dilapidations within the meaning of the said Act and concerning the following matters and no others shall be settled by a reference, namely:—

Subjects of Valuation.

i.—The amount due from the Landlord to the Tenant for hay, straw, manure, tillages, crops, seeds, and tenant-right, as herein mentioned, so far as the same shall not be within the provisions of the said Act, as well as under the said Act.

ii.—The amount due to the Landlord from the Tenant for dilapidations or waste, whether the Tenant claims compensation under the said Act or otherwise, or for anything done contrary to, or omitted to be performed under this Agreement.

iii.—The Award shall separately specify the acts and things not being improvements under the said Act, as well as

under the same, in respect whereof compensation is awarded under this Agreement and shall award a separate sum or sums in respect thereof.

Alteration in Rent, &c.

10. That notwithstanding any alteration in the rent, or any addition to or diminution from the Farm, so long as the Tenant shall continue in the occupation of any portion of it, or of any addition to it, this Agreement shall remain in full force and effect, both as to any addition or any portion of the original holding, as if the Tenancy continued in respect of the entire holding.

As to Agricultural Holdings (England) Act, 1883, and other law or custom.

11. And it is hereby further agreed that this Agreement, which is subject to the provisions of the said Agricultural Holdings (England) Act, 1883, excepting where such provisions are lawfully varied by any provisions herein contained; and, excepting section 33 of the said Act, which shall not apply except as herein provided, shall be taken to exclude all other law or custom, not particularly mentioned or referred to herein. The First Schedule to the said Act is copied in the fold of this Agreement.

In witness whereof the said Parties have hereunto set their hands the day and year first above written.

Witness to the signature of the said)
)

Witness to the signature of)
)

FIRST SCHEDULE REFERRED TO.

PASTURE.					ARABLE.				
No. on Map.	Name of Fields.	Quantities.			No. on Map.	Name of Fields.	Quantities.		
		a.	*r.*	*p.*			*a.*	*r.*	*p.*

Notes on the state and condition of the Farm on entry:—

SECOND SCHEDULE REFERRED TO.

Dated _____ 18

DERBYSHIRE ESTATES.

to

Agreement

FOR LETTING A FARM FROM YEAR TO YEAR,

Commencing Lady-day, 18

JOHN SHAW,

Land Agent,

DERBY.

AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883.

FIRST SCHEDULE.

PART I.—*Improvements to which the consent of Landlord is required.*

1. Erection or enlargement of buildings.
2. Formation of silos.
3. Laying-down of permanent pasture.
4. Making and planting osier beds.
5. Making of water meadows or works of irrigation.
6. Making of gardens.
7. Making or improving of roads or bridges.
8. Making or improving of water-courses, ponds, wells, or reservoirs, or of works for the application of water-power, or for supply of water for agricultural or domestic purposes
9. Making of fences.
10. Planting of hops.
11. Planting of orchards or fruit-bushes.
12. Reclaiming of waste land.
13. Warping of land.
14. Embankment and sluices against floods.

PART II.—*Improvement in respect of which notice to Landlord is required.*

15. Drainage.

PART III.—*Improvements to which consent of Landlord is not required.*

16. Boning of Land with undissolved bones.
17. Chalking of land.
18. Clay-burning.
19. Claying of land.
20. Liming of land.
21. Marling of land.
22. Application to land of purchased artificial or other purchased manure.
23. Consumption on the holding by cattle, sheep, or pigs, of cake or other feeding-stuff, not produced on the holding.

Mr. W. Biddell, M.P. (Fellow), said that, although there would probably be some difference of opinion with reference to Mr. Shaw's recommendations, all would certainly agree that he was entitled to the vote of thanks he had the pleasure of proposing, for the time and attention he had given to the preparation of his Paper on this important subject.

He quite agreed with Mr. Shaw that the late Act was a great improvement upon the former Act in making the compensation depend upon the benefit of any improvement to the incomer, rather than upon any fixed scale, for no fixed scale could be so arranged as to work justly all round. In his own county they had met and discussed the matter, and had put forth a certain scale which the experience of last Michaelmas led most of them to believe would have to be altered. As was the case in other things, they would have to feel their way in the matter of compensation.

He rather differed from many of the terms in Mr. Shaw's agreement. If he were in the happy position of having an estate of his own, the terms upon which he would let to his tenant would be at two years' notice, and until that two years' notice was given upon either side he would allow much greater liberty than Mr. Shaw gave by this agreement; indeed, he would allow the utmost liberty possible, as to free growth, free sale, and so on. If by any accident whatever the tenancy was terminated before the time anticipated, say by a death or bankruptcy, he would hold the tenant liable as if he had left the farm at the end of the two years' notice, and during that two years he would keep a strict surveillance and have rather stringent conditions for the management of the farm. He noticed in Mr. Shaw's agreement that heavy penalties attached to the non-fulfilment of his contract by the tenant, but that there was nothing of the kind for the landlord. In his own practice he had seen

great hardship result from this omission. He had known landlords time after time applied to, in vain, for materials for repairs, and the estate pass into fresh hands, with, perhaps, only a year of the tenancy to run, letting the tenant in heavily for dilapidations, without any claim upon the landlord. He would therefore like to see embodied in leases or agreements some process by which a tenant could get compensation in the event of the landlord not fulfilling his part of the contract. It was proposed in this agreement that the farm should be gone over and its state reported upon, and the report laid by to be used when the tenancy terminated. He considered the suggestion impracticable, but, even assuming it to be practicable, he failed to see much good in it. If a farm were in bad condition when the tenant entered it, he got his compensation in the lower rent, and this was no reason for his leaving it, seven or eight years after, in a bad state, although such a plea might hold good in the case of a short tenancy of, say, two years. He thought that the agreement should be as short and concise as possible—indeed, Mr. Shaw might perhaps have shortened his a little in some particulars.

He quite agreed with the author of the Paper in his recommendations as to the payment of rent; it should be made payable quarterly. He would also suggest that the last quarter's rent should be made payable the quarter before the close of the tenancy; then, instead of reserving to the landlord the right to do this and that, a general clause might, he thought, be put in that the landlord, his friends and servants, should have free egress and regress for all reasonable purposes on the farm, without attempting to specify them. If it were attempted to specify them, the chances were three to one that something would be forgotten, and his experience told him that it was always safer to have general clauses than to be too minute.

With reference to the tenant's condition "not to depasture the farm with any stock which should not be *bonâ fide* his own property, or the property of the landlord or incoming tenant," he thought the clause was better omitted, especially in these times. He knew a great many outgoing tenants who were on the verge of bankruptcy, and if such a clause as that were enforced there would be nothing on the farm at all. If the tenant had not money to buy stock himself, it was a very hard thing to say that a relative might not provide stock for him.

The clause exempting the tenant from the payment of income tax and tithe rent-charge appeared to him to be unnecessary, because the law compelled the landlord to pay those charges or allow them to the tenant. He also objected to the clause providing that the tenant should "keep a sufficient number of cattle and sheep." It was not wise to have such a clause as this, which would fetter the tenant in his farm management. He should be left perfectly free,—indeed there was high authority for the notion that he should grow fruits for jam-making if he chose to do so. In this clause there were other minutiæ which had much better be omitted, and he would suggest the substitution for it of a general clause binding the tenant to keep the land clean and in good heart.

He objected altogether to the clause as to repairs, and having clients amongst tenants and landlords he would advise both not to sign such a lease as this, which left great latitude for quarrelling over the exact meaning of the words "substantial repair." If the tenant were simply made to pay for half the labour in repairs he would have a sufficient incentive, in his own interest, to see that the workmen were kept well up to the mark. He knew of a very hard case where a farm was let from some high commissioners, who reserved to themselves the right, at the end of the year, to

make certain requisitions for repairs, and the tenant did them. The time came for the agent of the commissioners to retire, and the new comer held the tenant liable for repairs to a barn, which for eight or ten years had been condemned. A friendly compromise was arrived at; but that incident opened his (the speaker's) eyes to what might take place if the tenant bound himself to leave things in "substantial repair." The landlord should always have the control of repairs, and charge the tenant with half the labour.

As to not allowing small seeds to be grazed after the 1st November, he preferred the Suffolk custom of not allowing them to be grazed at all. If there happened to be a wet October, and heavy stock were put upon such seeds, serious injury was done. The clause providing for payment to the landlord for dilapidations arising during the tenancy ought to be left out, and, instead, he would suggest the words "the tenant to pay compensation for any act done contrary to or omitted to be performed under this agreement."

He made these remarks in all modesty, because he had only a very slight acquaintance with April agreements, and it might be that some of the things to which he objected as inapplicable to Suffolk agreements would come in very well in April agreements.

Passing to the landlord's conditions, he noticed that mangold-wurtzel was to be paid for at £4 per acre. He could not see why the outgoing tenant should lose money on his mangold-wurtzels; so far as he knew, that crop could not be grown under £7 or £8 per acre.

Mr. Shaw explained that the clause was inserted for the protection of the outgoing tenant; the full value of the crop was to be deducted from the expenses of the fallow.

Mr. Biddell: Suppose a tenant produced a fine crop

of mangolds which cost him £7, how would that be treated?

Mr. Shaw explained that he would of course be paid the value of the crop; the tenant would have to pay to the extent of the fallow properly made, deducting, if the crop be carried off, a certain proportion in respect of it.

Mr. Biddell said that the explanation was satisfactory. He noticed that there was no allowance for manure in the wheat crop; this was probably an omission. Speaking generally, he would like to see more of the working of the Act, before giving any decided opinion as to what should be done. He remembered valuing in a very heavy case, where feeding-stuffs and unexhausted manures had to be paid for: the outgoing tenant was a rather doubtful individual, and he (Mr. Biddell) made him certify on the back of every bill that it represented what had been actually used on the farm. He began very well, but when it came to a heavy bill, he declined to do so, and he referred the matter to the arbitrator, who held that he had a right to demand such a certificate. He advised all valuers to make tenants do this, for, although he had a very good opinion of tenants as a class, there were rogues amongst them as amongst all classes, and regulations had to be framed so as to fit all sorts of people.

As to the clause referring to the average yearly consumption upon the farm, there was no warrant for it in the Act, and, indeed, it might be held to be going beyond the Act, which, although a measure of a very strong and arbitrary character, was the law, and it was no use trying to get over it by agreements which might be upset in the law courts. Probably, like most other Acts, it would give rise

to several amending Acts, and then would be the time to improve it.

Referring to the provision as to the landlord re-entering upon six months' notice in the event of the death of the tenant, he did not think the landlord should have the opportunity of turning out the widow within six months, although it would be no great hardship if the landlord gave the tenant that power. There were large estates in Suffolk where the six months' arrangement was in force, and he had known it exercised most cruelly. In the case of the bankruptcy of the tenant, he thought the trustee should be allowed to carry on the farm until the end of the current year, if he would become responsible for the rent and leave the farm as if the tenancy had terminated in the usual way. He had known of an extremely hard case where the creditors of a bankrupt farmer had been despoiled of several hundred pounds in consequence of a clause such as this.

In conclusion, he had very great pleasure in proposing the vote of thanks to Mr. Shaw for his valuable Paper.

Mr. J. W. Willis Bund (Associate) had much pleasure in seconding the vote of thanks to Mr. Shaw for his carefully-prepared agreement. Personally, he could quite appreciate the difficulties Mr. Shaw must have had to contend with, for he had himself had once or twice to settle an agreement under the new Act, and, in his opinion, had failed very miserably. If Lord Beaconsfield's saying were correct, that those persons who had failed were the best entitled to criticise, he certainly had a right to say something upon this agreement. In the remarks which he had to offer, he should confine himself to those parts of the agreement which referred to the Agricultural Holdings Act, because, however interesting it might be to go into a general

criticism of the agreement, time would not permit of his doing so.

Dealing first of all with the question of the notice determining the tenancy, he would not offer any opinion as to whether two years or one year was the best. His doubt was whether Mr. SHAW's clause was a sufficient compliance with the Act of Parliament. The 33rd section provided that a year's notice should be required in all cases, except where the parties agreed to the contrary and except in the case of bankruptcy. He did not wish to enter into any verbal criticism of the clause, but he would suggest to Mr. SHAW that he should look very carefully into that section of the Act, so as to see that his clause would not disappoint him when the occasion for it arose.

The first clause to which he took exception was as to the tenant paying to the landlord at the commencement of the tenancy what had been paid to the outgoing tenant. He was very doubtful whether that was a desirable clause or not, under the new Act of Parliament. Sooner or later the landlord must pay it. It was like taking a dose of physic, but the sooner it was done the better. If the landlord insisted on the tenant paying it when he came in, he was taking away so much of the tenant's capital, and in that measure preventing the farm from being properly cultivated. It would be found that nowadays the tenant had not any capital to spare, and if he were to lock up any portion of that capital on his entering upon the farm, it would eventually be to the landlord's loss. Under the 56th section of the Act, the tenant would be entitled to be paid the sum when the tenant left; and it was better for the landlord to pay it at once than to wait till the termination of the tenancy, and not impoverish the tenant by letting him enter upon the farm with so much less capital.

Then in the third clause were the words "properly

manured." He was not at all clear that those words could not be used very much to the prejudice of the landlord. The tenant's idea and the landlord's of "properly manuring" might very widely differ. In the last years of the tenancy the tenant's idea of properly manuring would probably be very different from his idea in previous years and the words "properly manuring" might be twisted very strongly against the landlord in compensation claims.

The same remark applied to the clause about the land being left clean and in good condition. The tenant might say that he had been induced to do many things which he would not have done but for that clause, and therefore that the landlord ought to pay for them.

But the most important clause was the 8th. While he thoroughly agreed with everything Mr. SHAW said about having the Act and nothing but the Act, as far as possible, he ventured with great submission to think that this 8th clause did not help the matter at all. It went no farther than the Act itself, or, if it did, it went much beyond the Act, and introduced illegal terms. If the clause did not take the matter further than the Act, it was of no use; if it did carry it further, and only induced fresh litigation, it was a distinct evil. Mr. SHAW spoke a good deal about the governing part of the clause, "according to the state of the farm, whether in good condition or otherwise." Of course he quite agreed, and he supposed everybody would agree, that if that could be inserted it would be a most valuable addition. But was it according to the Act? Did not the Act say that the value of the compensation which the outgoing tenant should receive was the value of the improvement to the ingoing tenant, and that altogether irrespective of the state of the farm? Suppose the tenant put up some valuable buildings, or laid down a particular field in grass, or planted an orchard which was of

great value to the incoming tenant, could it be said that, in estimating compensation for that specific improvement, two arable fields which had been laid out of cultivation for the previous two years were to be considered? It might be said that the landlord was entitled to claim for dilapidations in respect of those fields, but the amount of the compensation which the tenant was entitled to claim in respect of that specific improvement could in no way be regulated by the general condition of the farm, or the general way in which the farm had been carried on. Therefore it seemed to him that the governing idea of Mr. SHAW's clause would only lead to further difficulty where difficulties already abounded.

The first subsection to Clause 8 provided for "fair and reasonable compensation." The Act did exactly the same. The same remark applied to the second clause. With regard to the third clause, he quite agreed with Mr. SHAW that it was quite right that landlords should in all cases have, as far as possible, full security as to the good quality and genuineness of the manures and feeding-stuffs alleged to have been purchased, but he did not think it wise to endeavour to go further than this. He did not agree that the average yearly consumption upon the farm could be taken into account. He believed that an agreement of that kind would be in contravention of the Act, and therefore void. In the presence of such an authority as Mr. SHAW he spoke with very great diffidence; but it did seem to him that this clause, carefully framed as it was, did not carry the question any further than it was before. It simply repeated the provisions of the Act, and therefore in that respect was not any assistance, but rather the reverse, because it might land both landlord and tenant in fresh litigation in trying to find out the reason for repeating it.

He had also the misfortune to differ with Mr. SHAW

with regard to the 9th clause. He agreed in principle that it was most desirable to have one reference, and everything done under it; but, as the law now stood, this was almost impossible.

The reference under the Agricultural Holdings Act was a highly technical procedure. There had to be certain notices given, otherwise the proceedings were nugatory. In the county court, unless the sum awarded exceeded a certain sum, there was no appeal; if that were so, there was an appeal to the High Court. In an ordinary reference, the matter would probably be taken to the High Court at once; the procedure would be entirely different, and he had very grave doubts whether it was desirable to mix up the two together, or to import into the reference, under the Act, any extraneous matters. He admitted that, if it were possible to have one reference for all, it would be the best thing that could be; but he was by no means clear (and on this he would like to hear the views of the Members of the Institution) whether it was desirable to encumber a reference, under the Agricultural Holdings Act, with various other matters which the Legislature, rightly or wrongly, had excluded, and therefore to run the chance of having the award set aside, and having to begin all over again.

He would not detain the Meeting further. He had thought it right to allude to those matters in which, as it seemed to him, Mr. Shaw had gone beyond the powers of the Act of Parliament. Of course, the great thing was to frame such an agreement as would meet the altered circumstances produced by the Act. How that was to be done he did not think they were yet in a position to say. They first wanted some binding interpretation of some of the clauses. Already they had seen a learned county-court judge in the north of England give what he ventured to think was rather an extraordinary meaning to some of the clauses.

They had seen a judge in Gloucestershire give a totally different meaning to that given by the judge before referred to; and until the High Court had settled what was the meaning of certain of these clauses, the time had hardly come when it would be safe to frame an agreement; but, with the materials at his hand, and as a contribution towards the agreement of the future, Mr. Shaw had framed a very admirable agreement, and was entitled to the warmest thanks of the Meeting for the trouble he had taken.

Mr. Clare Sewell Read, M.P. (Visitor), said that the agreement submitted appeared to be open to the very complaint made by the author in the sixth paragraph of his Paper. It was long enough to have come out of a lawyer's office instead of a land-agent's brain, though of course a good deal of its length might be due to the absurd customs identified with Lady-day takes. One half of these clauses would be quite unnecessary for Michaelmas holdings, as Mr. Biddell would bear him out in saying.

In his opening observations, the introducer said that the Act of 1883 was an untried Act. That was hardly so. In almost all the valuations which had lately taken place in Norfolk that Act came into force, and was in nearly every instance accepted, though it was quite true, he was sorry to say, that in a great many cases valuers on the part of tenants in the eastern counties (whatever might be the case elsewhere), when they came to look over the farms, found them in such a state that they advised their clients to withdraw their claims. If a farm was clean and in a high state of cultivation, then, under the Act, the tenant could claim fair and reasonable compensation, and in the last Michaelmas valuations he believed tenants had obtained it. If the farm

was not clean or in a high state of cultivation, he maintained that no Act of Parliament ought to be passed to enable the tenant to get compensation for what he was not justly entitled to.

The author had said that there was a great deal of difference between the Acts of 1875 and 1883. In his opinion the main difference was in the language of the Acts, and not in their meaning or construction, for whereas the Act of 1875 stated pretty clearly, in pounds, shillings, and pence, what a tenant might reasonably expect to receive, the Act of 1883 spoke in ambiguous language. He believed that the Lincolnshire custom, which was now extended into Norfolk and the eastern counties generally, explained pretty much what was meant by the Act with reference to tenants' usual compensation. All that was wanted was common sense applied to its interpretation. To get at the amount of the compensation, the amount of the expenditure must first be ascertained. If the expenditure proved to be legitimate; if every effort had been made by the tenant to secure that the improvement was properly executed and preserved, then it was reasonable to say, "There is the scale. We will give you the maximum." If, on the other hand, the tenant had failed in fulfilling these requirements, it was fair to say, "You shall have something less; or, perhaps, nothing at all."

Tenants and landlords must well remember the state of things that prevailed before the passing of this Act. No compensation whatever was given in the majority of the counties of England if the farm was left in a good state of cultivation, and there was, therefore, no inducement to leave the farm in such a state. Mr. Biddell would, doubtless, remember cases years ago where the root crop was in a terribly foul state, and, when the valuer for the landlord

or the incoming tenant appealed to the valuer for the outgoing tenant, he replied promptly, "I am not instructed to go into that matter at all; you have got your remedy at law; I am simply to value these covenants. What is the price of these mangolds or these stacks of hay?"

Perhaps he might be allowed to give his practical experience with regard to these long agreements. He held four different farms, one of them, he was sorry to say, on a long lease; but the lease, so far from containing a number of conditions as to how he should farm the land, contained nothing beyond a covenant to farm the land in a clean and husbandlike manner. It left him free to do exactly as he liked with it during the whole period of his occupation of the farm, but on giving it up he had to leave it in a four-course rotation of husbandry. In the case of the other three farms, he had no agreement at all; he farmed them exactly as he pleased, but was bound by the custom of the country to deliver them up, like the other, in a proper four-course rotation of husbandry. He had the misfortune, also, to be the owner of a small farm which his ancestors had kindly entailed upon him—as if he were a duke. Could he have sold that farm twenty years ago, he would have been money in pocket; which, by the way, perhaps, went to show that the law of entail, by preventing small farms from being sold, prevented the aggregation of large estates. The farm just referred to he let many years ago to a very excellent tenant, and the whole agreement was comprised on a piece of letter-paper. It embodied a scale of compensation for tenant's improvements, and it was so much in advance of the recent Act of Parliament that the tenant actually preferred the agreement to the Act, and had written expressing a hope that he (Mr. Read) would allow the agreement to stand and ignore the Act

altogether. Whether that could be done or not he could not say. He was positive of this, however, that there were a great many things in Mr. Shaw's agreement that would not be allowed to stand in law. The notion that a tenant, after making the most trivial improvement, was to send in an account of it to the landlord with a view to something that might happen twenty years afterwards, and though he had no sort of idea of claiming compensation for it at all, was out of the question. It might be all very well to ask for an account of the kind, but few tenants would give it, and no court of law would compel it.

He would like to endorse what fell from Mr. Biddell as to six months' notice in case of death. Surely it would be a good and generous act on the part of the landlord to put in a clause that the executors might, if they thought fit, give six months' notice; but, on the other hand, to insist on six months' notice would be a great injustice. There was one other matter (perhaps it was a hobby of his), as to the tenant paying tithes.

Mr. Shaw explained that his agreement provided that the landlord was to pay the tithes.

Mr. Read was glad to hear it, because he held that it was a very unfair burden to throw upon the tenant in the present day. But, independently of that, he believed that the Tithe Commutation Act was passed with the express purpose of getting rid of the quarrels which so frequently occurred between the parson and the farmer, for it was unfair to the parson that he should have to go direct to the tenant and ask him for a part of the rent which he ought to pay his landlord.

Mr. S. B. L. Druce (Associate) could not help thinking,

with all due respect to Mr. Shaw, that he had somewhat misunderstood the meaning of the Act. Because the Act laid down that compensation should be payable to the outgoing tenant upon a certain principle, and because it allowed the making of agreements substituting "fair and reasonable compensation" for the compensation which it provided, it did not follow that the compensation which might be substituted must necessarily be calculated upon the same principle as that which the Act laid down. Of course, in interpreting an Act of Parliament in a court of law, the argument must be kept within the four corners of the Act; but, as they were not on that occasion in a court of law, he might be permitted to read a few words spoken by the present Postmaster-General, in February last, in the course of a discussion upon a paper read by him (Mr. Druce) at the Farmers' Club. Mr. Shaw-Lefevre on that occasion spoke as follows:—"It is scarcely necessary to say that the Act lays down a new principle with reference to compensation, viz., that the tenant should receive compensation on quitting his holding for improvements which he has effected, based upon the value of such improvements at the time of his quitting his holding. It was, however, represented to the Government that a very considerable number of tenant-farmers would prefer to remain under the agreements which they had already entered into, based upon a different principle, viz., that of the original outlay, with deductions for each year which had elapsed in the interval." "It was in this view, and not in the interest of the landlords, that the Government determined to allow agreements in substitution for the general principle of the Act which I have already described. But then it became also clear that if general freedom of contract were permitted, and if landlords and tenants were allowed to make any kind of substituted

agreement that they thought fit, it would be open to landlords virtually to set aside the Act. It therefore became necessary to put in some provision which secured that an agreement of this kind should be "—what?—"adequate." Not an agreement based on the principle of compensation prescribed by the Act, but simply that it should be "adequate"; "and with this view the words were put into the Act that such substituted agreements should be fair and reasonable." He thought those words were very apposite, especially having regard to the part that Mr. Shaw-Lefevre took in the passing of the Act. It was his candid opinion (and he thought it would hold good in any court of law) that, assuming the substituted agreement to be fair and reasonable, it would hold good, although it might be based upon the principle of outlay. If, too, the custom of the country was incorporated in the substituted agreement, that custom in itself would, in his opinion, provide "fair and reasonable compensation," and such substituted agreement would be held to be good and valid.

He would like to draw attention to the word, "particular," in that part of Clause 5 which spoke of transient improvements. To that word some meaning must be given, and he presumed that "a particular agreement" meant one which provided distinct and separate compensation for each improvement.

As to incorporating other matters of difference into the reference, he differed from Mr. Willis Bund in his reading of the Act. Although he thought it would be better, or at all events cheaper, to stick to the old-fashioned reference to arbitration, yet he saw no reason why the provisions of the Act should not apply to any differences that might arise between the landlord and the tenant. He further suggested that the following words might be added to those which

the reader of the Paper had suggested :—"and the question whether any disputed matter comes within the terms of this clause."

Mr. D. Watney (Fellow), having regard to the lateness of the hour, begged to move the adjournment of the discussion.

The vote of thanks to Mr. Shaw and the motion of adjournment were both put and carried unanimously.

The discussion stood adjourned to the next Meeting.

Paper 126 }
No. 214 }

(1.)

PAPER ON THE

ARITHMETIC OF COMPENSATION FOR AGRICULTURAL DRAINAGE,

By E. SMYTH (Professional Associate).

(2.)

ADJOURNED DISCUSSION ON THE PAPER READ BY Mr. J. SHAW (Fellow) ON "FARM TENANCY AGREEMENTS," &c., &c., AT THE MEETING OF NOVEMBER 24th, 1884.

Ordinary General Meeting of The Surveyors' Institution, *Monday, December 8th*, 1884.

MR. E. RYDE (PAST-PRESIDENT) IN THE CHAIR.

MR. SMYTH'S PAPER.

The Agricultural Holdings (England) Act, 1883, contains provisions as to compensation having reference almost exclusively to improvements executed by the occupier; and the discussion of the Act by this Institution has accordingly been mainly limited to the question of the amount which should be paid to an outgoing tenant. The following few remarks, which I have sought the privilege of laying before the Institution, will have regard chiefly to the remuneration which should be obtained by landlords, and will propound the notion that in respect of drainage effected by them, many landlords, even when unrestrained by legislation, have been in the habit of doing scant justice to themselves.

The following is a reprint of that section of the Act which relates to drainage:—

" 4. Compensation under this Act shall not be payable " in respect of any improvement mentioned in the second " part of the First Schedule hereto, and executed after the " commencement of this Act, unless the tenant has, not " more than three months and not less than two months " before beginning to execute such improvement, given " to the landlord, or his agent duly authorised in that " behalf, notice in writing of his intention so to do, " and of the manner in which he proposes to do the " intended work, and upon such notice being given, the " landlord and tenant may agree on the terms as to com- " pensation or otherwise on which the improvement is to be " executed, and in the event of any such agreement being " made, any compensation payable thereunder shall be " deemed to be substituted for compensation under this " Act, or the landlord may, unless the notice of the tenant " is previously withdrawn, undertake to execute the im- " provement himself, and may execute the same in any " reasonable and proper manner which he thinks fit, and " charge the tenant with a sum not exceeding five pounds " per centum per annum on the outlay incurred in executing " the improvement, or not exceeding such annual sum pay- " able for a period of twenty-five years as will repay such " outlay in the said period, with interest at the rate of three " per centum per annum, such annual sum to be recoverable " as rent. In default of any such agreement or undertaking, " and also in the event of the landlord failing to comply " with his undertaking within a reasonable time, the " tenant may execute the improvement himself, and shall " in respect thereof be entitled to compensation under this " Act.

" The landlord and tenant may, if they think fit, dis- " pense with any notice under this section, and come to an " agreement in a lease or otherwise between themselves in

"the same manner and of the same validity as if such "notice had been given."

In the first half of the first sentence—namely, that portion of it which ends with its twelfth comma, or with the third occurrence of the word "Act,"—there is a provision that the terms for drainage by a tenant, after giving notice, may be fixed by voluntary agreement with his landlord at the outset, instead of (as in the second sentence) the tenant's compensation being left for future settlement under the Act according to "the value of the improvement to an incoming tenant."

I.—Landlord's Drainage.

I. Landlord's Drainage.

The second half of the first sentence restricts the amount of the landlord's rent, if he undertakes to do the drainage of the land to which his tenant's notice refers; and two alternatives of rent are prescribed.

One of these is a sum per annum not exceeding what has been so commonly accepted by landlords in respect of underground pipe-drainage executed wholly by them—namely, 5 per cent. upon the outlay. A rearrangement of rent has, indeed, often taken place long before the benefit of such drainage has ceased; but this does not lessen the propriety of considering whether 5 per cent. has been an adequate annual repayment for such a period as it may happen to have been specifically made. Least of all can the inquiry be inappropriate when this compensation comes to be laid down by statute as sufficient, or rather as more than sufficient; and the discussion cannot in such a case be influenced by the fact that landlords when possessed of great wealth, or when acting in exceptional circumstances, may sometimes be satisfied with a very small return for their outlay in drainage.

Landlord's drainage returns

It is difficult to see why a landlord should be required

should not be computed as an ordinary terminable annuity of uniform amount;

to content himself with less interest upon his drainage outlay than the current value of money, say, 3 per cent. Indeed, this rate is specified in the section above-quoted; and it is the rate that will be realised by the landlord if he receive the 5 per cent. additional rent for a period of 31 years, the value at 3 per cent. compound interest of an annuity for such period being 20 years' purchase. Thus, suppose his outlay to have been £200, and him to receive 5 per cent. upon this for 31 years as additional rent, he will be able out of the annual £10 to treat as interest £6, or 3 per cent. upon his outlay; and with the remaining £4 reserved and accumulated year by year at compound interest by investment in £3 per cent. Bank Annuities (at par), he will replace his £200 by the end of the 31 years.

This arrangement might therefore be satisfactory if he were purchasing with his £200 an ordinary terminable annuity, that is to say, an investment of which the annual produce is uniform (as above instanced), throughout its duration; but, as regards drainage, the assumption of a uniform annual yield of £5 per cent. throughout the 31 years is fallacious. The reason of drainage being a terminable investment at all, is that the worth of the work itself diminishes by (speaking broadly) a uniform amount every year, according to the Agricultural Holdings Act of 1875, or to the scales of valuation recently discussed by the various local agricultural societies. The arrangement with the tenant, if it is not to be illusory to the landlord, should therefore be the payment of a higher percentage as rent in the earlier years, when the work is in excellent condition, so that the landlord may thus be compensated for the lower percentage obtainable as rent in later years, when the drainage is becoming ineffectual.

Nor yet as a diminishing annuity due

In proceeding to consider how to arrive at a scale of rent which shall therefore diminish appropriately, it may be

permissible to suggest in the first instance the very different calculation which should be made if, instead of an expenditure in drainage, the landlord's outlay were to consist (for some special reason) of an advance to the tenant of money to be spent in the application to the soil of a fertilising agent of such a nature as that its exhaustion in a certain period is virtually due to absorption by the crops of a uniform portion each year. If such a case may be supposed, the landlord's compensation in any year should consist of interest for that year upon the outlay unexhausted at its commencement, and also of a sum equal to the amount exhausted by absorption during the year; and the annual diminution in the rent until the final year would therefore be equal to only interest upon the amount of annual exhaustion.

from certain other improvements of the soil.

In the case of drainage, however, the exhaustion of the outlay does not arise through a transfer of value to the produce of the year, but through decay and damage of the improvement itself; and the remuneration due to the landlord will therefore have to be computed in a different mode. A numerical illustration of the requisite calculation will probably be more commonly acceptable than a general expression. Suppose, then, that the exhaustion of the benefit of the drainage will take place in (for the sake of brevity in the computation) so short a time as five years. As such benefit is, according to the principle above quoted, estimated to diminish by equal annual amounts, it is evident that the payments of rent by the tenant in respect of it should diminish similarly; and the drainage rents in successive years should therefore be in the respective proportions of £5, £4, £3, £2, and £1. At 3 per cent. compound interest, the present value of such payments of rent at the end of the successive years is seen, from tables in common use, to be as follows:—

Mode of calculation of appropriate diminishing drainage rents (to yield 3 per cent. interest).

	£		£
First year - -	5	× ·97	= 4·85
Second „ - -	4	× ·94	= 3·76
Third „ - -	3	× ·92	= 2·76
Fourth „ - -	2	× ·89	= 1·78
Last „ - -	1	× ·86	= ·86
Total -			£14·01

It is thus seen that such rents, which are successive multiples of that for the last year, would be adequate compensation for an immediate outlay of £14·01. The last year's rent for any other five-year outlay, say, for instance, of £100, is to be found therefore by the simple proportion:— As 14·01 : 100 :: 1 : 7·14; or the outlay divided by 14·01.

It is practicable, however, to arrive at this divisor much more rapidly. A little consideration will serve to show that the above receipt of rents is tantamount to receiving an annuity of £1 for five years, *plus* an annuity of £1 for four years, *plus* an annuity of £1 for three years, *plus* an annuity of £1 for two years, *plus* £1 receivable at the end of one year; so if we had just added together the values of such annuities appearing in the first five lines of an annuity table, we should have at once arrrived at the divisor, 14·01, from which the rent for the last year and, thence, those for all preceding years were to be determined. Thus the values at 3 per cent. compound interest of annuities of £1 are seen from the ordinary tables to be as follows:— £

For 1 year	·97
„ 2 years	1·91
„ 3 years	2·83
„ 4 years	3·72
„ 5 years	4·58
Total . . .	£14·01 as before.

To determine the progressively diminishing rents which, I submit, should be paid during any estimated period of duration of drainage, if 3 per cent. interest is to be secured, we have only to proceed in the above manner. The present Act has paid landlords the compliment of assuming that no drainage executed by them will be of so poor a character as to need renewal in less than 25 years. For this period of 25 years, we have to add together the values for 1, 2, 3, &c., to 25 years, appearing in a 3 per cent. table of the values of an annuity of £1. The total will be found to be about £253; and upon dividing this into an estimated outlay of, say, £1,000, we find the last, or twenty-fifth, year's rent to be about £4, or 8*s.* per cent. upon the outlay. Hence the twenty-fourth year's rent will be about £8, or 16*s.* per cent.; the twenty-third year's rent will be about £12, or £1 4*s.* per cent.; and so on, till the first year's rent is seen to be £99, or close upon £10 per cent. on the outlay. The result to be specially remarked is that it is not till the thirteenth year that this commencing 10 per cent. rent falls as low as 5 per cent., and not till the eleventh year that it falls as low as even the $5\frac{3}{4}$ per cent., which is seemingly chargeable under the Act, as a maximum, during this period of 25 years; but a landlord cannot count upon receiving during the latter half of the estimated duration of this perishable improvement the 5 or $5\frac{3}{4}$ per cent. rent which a tenant may pay willingly during the first half.

The consequent earlier rents for the minimum term in the Act (25 years) are much higher than the Act permits.

To facilitate the computation of such first year's rent, and of the subsequent yearly diminution of it, there is a Table appended to this Paper indicating these particulars in the form of percentages upon outlay estimated to endure for various periods. These periods commence with the five years which, though wholly inapplicable to drainage with pipes, happen to have been taken, for convenience, as the term in the foregoing illustration of the elements of the

The appended Tables of rents are for various other periods of exhaustion, from which a selection could be made.

Table. The computation of the amount of uniform reduction to be made each succeeding year in the rent for any outlay is thus rendered practicable with about as little trouble as the calculation of a payment for property-tax. The Table is computed so as to allow to the landlord the 3 per cent. interest before discussed. An additional Table is given, calculated at $2\frac{3}{4}$ per cent.; but it would be somewhat premature to regard the value of money as having definitely fallen so low as that, and therefore throughout this Paper regard is had only to the Table calculated at the 3 per cent. mentioned in the Act.

They show that the earlier rents for even a 40 years' period are also higher than the Act permits.

From this Table it is to be seen that if we were to suppose the benefit of the landlord's drainage would not be exhausted till even so long a term as 40 years, the first year's rent should yet be as much as 7·11 per cent. upon the outlay; and this rent diminishes only so slowly that the 5 per cent. authorised as a maximum for this case by the Act ought to be received by the landlord during a quarter of a century, in order that he may obtain the same total rent as that which the rents of the Table meanwhile would give. But, whether the duration of the improvement be taken as such 40 years' term, or as the 25 years' term before discussed, or as a term of any other length, what certainty is there that the tenant, or the representatives of the tenant, who engages to pay a uniform rent, will continue the tenancy long enough to make up by payments in distant years for the defect of his payments in the early years when the drainage is the most beneficial through the goodness of its condition? Or what hope is there that a succeeding tenant, when the drainage will have become of less value, will make up the deficiencies in his predecessor's rent? I think it will be manifest that the rent for each year should depend upon the drainage value existing in the land in such year, and not upon the personality of the farmer.

Again. The charge to a tenant of that higher rent which, I submit, is properly due in the earlier years of the existence of the work, will be incidentally an incentive to him to reap the full benefit of it by taking care to keep clear those outlets of the drains upon which the durability of the improvement greatly depends.

Yet these tabular rents are rather *under* the mark on account of drainage being renewed before absolute exhaustion;

It has been seen that the annual diminution in rent, as computed in the Table, is also the rent payable for the last year of the period, supposing the drain to be allowed to die, so to speak, a natural death. It will, however, frequently happen that the drainage will be renewed before its benefit thus dwindles away to nothing; but in such a case the landlord will relinquish the rents which, in respect of the original outlay, would arise during the later years of the period of exhaustion, and he therefore will not fully reobtain his capital and interest. The deficiency will not indeed be much, because the rents of those later years would be very small; still, some loss will ensue, and this circumstance affords reason for considering the tabular rents as rather lower than might strictly be required.

And they are quite insufficient to remunerate a landlord who borrows to drain.

These tabular rents, being such as will yield to the landlord only 3 per cent. interest, are wholly insufficient to afford him remuneration for the terms he will have to pay for a loan from a land improvement company, which will require 4 or 5 per cent. available interest; and this is independent of the costs. Yet I think Mr. Dodson was justified in disregarding such terms and saying (31st July, 1883) that "the tenant had nothing to do with the landlord's credit, or the terms upon which he could obtain "money." It may, however, sometimes be the case that the benefit of the drainage itself would be so great as to render the tenant willing to pay higher rents than those in the Table yielding to the landlord 3 per cent. interest; but if he should not be thus willing, the landlord needing to borrow

will be a loser by such tabular rents, and may therefore prefer leaving his tenant to do the draining himself. If the tenant should also decline to do it, the land will go undrained. This will, however, hardly be the result when the land would be greatly benefited by the operation; but even if this case should occasionally arise, it is enough to remember that no possible amount of law-making will remove all the woes of the world. It is in forgetfulness of this that demands are heard for so many kinds of repressive legislation, which, in the vain hope of precluding exceptional cases, would uproot arrangements that in the vast majority of instances work exceedingly well.

So the rent restrictions of the Act discourage landlords from drainage (especially where most needed),

A conclusion from all that precedes is that we have here an enactment which starts upon the assumption that landlords of a significant number keep their lands wet, and less fertile than they might be made; and which then goes on to furnish such landlords with a new excuse for continued inaction. It thus ends, as enactments for the regulation of profits have commonly done, by defeating its own object.

And whether they would drain under the Act,

For, as regards drainage arrangements consequent upon the tenant's notice, the landlord—that is to say, the person who is the most interested in doing the work well—is discouraged from undertaking it at all, by such limitations of rent as must, in the end, lead to his having a lower return of interest than the 3 per cent. which is recognised in the Act itself as his due, and which he can easily ensure from other investments; and he is discouraged the most in just the cases in which the land would be the most benefited by the operation, because he knows that in them his tenant would otherwise have been content to pay him the highest interest.

Or outside the Act;

And when, on the other hand, it may be the landlord from whom the desire for drainage would proceed, and when landlord and tenant would be willing to enter into an arrangement independently of any notice, the fact of those

scales of rent being indicated in the Act, and the knowledge that it is in the power of the tenant (more particularly when holding by a lease) to have recourse to a notice under the Act with the result just described, cannot but have the effect of hampering the landlord in bargaining with his tenant in respect of drainage which he, the landlord, may be quite willing to execute upon properly remunerative terms, and which it is totally contrary to his interest to seek to execute except within the limits of strict economy. In the early part of our century there was a dominance of the teaching that any legislative interference in bargain between man and man was to be regarded with great suspicion, as being very probably either oppressive or ill-judged. It may perhaps be hoped that the century will not close without this section being altered by the omission of all the provisions respecting drainage by the landlord, and so leaving him again completely free to negotiate rents in return for the execution of drainage by himself, or jointly with his tenant; for the benefit of the work varies not merely in the course of years, but also varies so largely in different lands as to justify in some cases an agreement to increase by 20, or possibly 50, per cent. the amounts appearing in the table of rents opposite to that period of duration which may be selected as appropriate to the particular work.

And the restrictions might be repealed,

For no mere amendment either applicable to the case,

In so far as those provisions were intended to secure to the landlord the option of executing the drainage upon which his tenant might insist, they are ill-calculated for the purpose, because of the inadequacy of the rent which the landlord is permitted to charge. Any such provisions may, however, be regarded as superfluous for that purpose, because the option is virtually secured to the landlord independently of them, if an opinion cited at the end of this Paper is (as I conceive) correct—namely, that the compensation under the Act for a tenant's improvement must have

Or needing to be attempted.

as its maximum basis the amount of the tenant's actual expenditure. There cannot be a stronger deterrent than this to any tenants who might be disposed to undertake drainage merely as a speculation for gain upon quitting their holdings; or hardly a stronger inducement to tenants generally to make terms for the drainage to be done by the landlord, they doing the work with their own capital only in the last resort.

A further objection to the restrictions is that they will lead to unjust charges on landlords in remainder.

The necessity for the repeal of the restrictions upon the landlord's bargain of interest on his outlay may, I think, be further seen upon a consideration of the case as between the landlord when a life-tenant, and those who will succeed him. By the twenty-ninth section of the Act, the landlord making an expenditure in draining, consequent upon his tenant's notice, may obtain from the county court an order charging the land with repayment, by such instalments as the court thinks fit, of the expenditure and interest; but if the landlord is not absolute owner, beneficially, the charge shall not extend beyond the time of the exhaustion of the improvement. In the latter instance, it will probably be represented to the county-court judge that the fourth section of the Act (as will presently be shown) authorises the landlord to receive his remuneration by equal annual payments of $5\frac{3}{4}$ per cent. for a period of 25 years, and a charge on that basis will be sought; yet before such term expires, the profit from the deteriorated drainage will be diminishing to much smaller percentages, so that new owners of the land would have then to pay more than they could hope to receive. A life-tenant should be able to obtain a charge that would secure him against loss in respect of his outlay; and all parties would be dealt with fairly if the charge for each year, as between the life-tenant and his successor or successors, were made (as in the Table) to commence with a rent higher than $5\frac{3}{4}$ per cent., and diminishing gradually

during the estimated period of the continuance of the improvement.

But, independently of all the foregoing remarks, the amendment of the section is necessary, if only to explain, or to get rid of, the anomaly which I was permitted to allege here on the discussion of the Act (Vol. XVI., p. 99). The Act says that if, in consequence of the tenant's notice, the landlord does the drainage, he may "charge the tenant with "a sum not exceeding five pounds per centum per annum "on the outlay incurred in executing the improvement, or "not exceeding such annual sum payable for a period of "twenty-five years as will repay such outlay in the said "period, with interest at the rate of three per centum per "annum." The latter "annual sum" is just about $5\frac{3}{4}$ per cent. upon the outlay, or £100 divided by the value at 3 per cent. of an annuity of £1 for 25 years (17·41 y. p.); in other words, if, on making an outlay of £100, the landlord receives annually £5 14*s.* $10\frac{1}{4}$*d.* for 25 years, he can treat £3 of this as annual interest, and by accumulating the remaining £2 14*s.* $10\frac{1}{4}$*d.* at 3 per cent. compound interest, he will reobtain his £100 at the end of the 25 years. The Act says, therefore, that the tenant may be charged not more than 5 per cent., or not more than $5\frac{3}{4}$ per cent.

Also, as the restrictions stand, they make the clause self-contradictory.

The Judges, in their divination of what must have been in the mind of the legislature when this enactment was made, are not likely to be heard calling for a volume of "Hansard"; but to us the indulgence of this assistance is permissible. In the Bill, as brought into Parliament, the landlord's compensation was to be "a sum not exceeding "*five per cent.* on the outlay incurred in executing the improvement." On 19th July, 1883, Mr. Donaldson-Hudson moved to leave out these words, and insert "such a sum as "shall repay in 25 years the outlay incurred with interest at

When this anomaly arose,

"the rate of 5 per cent. per annum." However, the right honourable gentleman in charge of the Bill did not agree to this phrase as a substitute; but he took to it as an alternative, except as to the rate of interest, which was subsequently put at the 3 per cent. appearing in the section. He said that "he would not then specify what rate of interest should "be permitted, as he must take time to consider that point. "The effect would be" (he added) "that a landlord who took "the matter of drainage into his own hands, and made no "terms with the tenant, would be entitled to charge the "5 per cent. proposed in the clause, for which there was no "limit of time. Or, if he had to borrow the money of the "Government or the land companies, he would have the "alternative of charging an annual sum for principal and "interest for a limited number of years." This was afterwards fixed, as we have seen, at about $5\frac{3}{4}$ per cent. for the 25 years.

And seemingly owing to misconceptions, and to drawing a distinction not expressed in the section (but which would have made this worse if it had been expressed).

Now, I have endeavoured to show that the payment of uniform annual sums, whether 5 or $5\frac{3}{4}$, or any other percentage on the outlay, is inapplicable as compensation for drainage; but, even supposing it to be applicable, the alternative arrangements suggested in the above quotation may, I think, be called impossible. It is not practicable to make a bargain with a farmer for so long a term as 25 years that he shall pay annually the $5\frac{3}{4}$ per cent. rent which would in that period remunerate the landlord for the temporary improvement effected by him; and yet it is suggested to look forward to some indefinitely *longer* holding, throughout which the landlord shall succeed in getting annually 5 per cent. rent, and so obtain about the same ultimate recompense for his outlay. But even if uniform annual rents were appropriate, and also, if arrangements for such long periods were practicable, the fact remains that the Act,

which in this matter has to stand alone, does not particularise two cases which the two percentages were intended severally to meet; and, even if it did set out and distinguish them, the result would be worse rather than better. Though the omission of the explanation has made the clause unintelligible, the insertion of it would have made the clause stand self-condemned as unjust; for, if a certain percentage (quoted as "5") would, for some undefined period from the present time, be a fair maximum rent to be paid annually to the landlord who drains with his own money, why should a tenant, in return for the identical benefit, be compellable by Act of Parliament to pay forthwith a higher rent merely because his landlord borrows money of other people?

II.—Joint Drainage.

II. Joint Drainage. Suggested variation of the practice of Agricultural Societies.

As regards the cases of drainage done by landlord and tenant jointly, the practice recognised generally by Chambers of Agriculture seems to be that, on quitting his holding, the tenant shall be compensated as if the exhaustion of his contribution takes place in a smaller number of years than the drainage is estimated to last. Thus, if the tenant is at the cost of the entire work, he shall be compensated upon, say, the "20 years' principle"; but if the landlord finds the pipes, the tenant's contribution of the rest of the work shall be compensated for upon the "12 years' principle." But is not this a rather random settlement, and might it not be fittingly superseded as follows? Let the agreement, to be entered into between landlord and tenant, define the particulars of the intended drainage, the outlay to be made by the landlord, the nature and value of the services to be rendered by the tenant, and the number of years during which the resulting joint work is estimated to be beneficial.

Let the tenant pay, in respect of the amount of the landlord's outlay, diminishing rents computed for such number of years, in the way hereinbefore proposed; and let the tenant, on quitting his holding, be compensated for the unexhausted portion of his own contribution upon a "principle" having regard to the same number of years. Such a settlement with the tenant would be analogous in form to that prescribed by the Act in respect of tenant's improvements generally; for the compensation for these is to be computed by a regard to the value which may still remain in the land.

III.—Tenant's Drainage.

III. Tenant's Drainage. Belief that his outlay is the maximum basis of compensation under the Act, for this and other tenant's improvements.

But, on the determination of his holding, and whether the tenant's expenditure is either the partial or the entire cost, there now seems little or no room for doubt that the arithmetic of the compensation under the Act payable to him by his landlord for what remains of the benefit of drainage—equally with that of improvements of the soil under Part III. of the schedule—must have a primary regard to its actual cost; this having, however, to be moderated (either in its amount or in the estimate of the period of its duration), according to the extent to which the outlay may have been needless or injudiciously expended, or the resulting work been badly preserved. Not merely does it seem that this is the principle of the scales of valuation adopted by the Newcastle Farmers' Club and some other agricultural societies, but that it will also be the effect of the Act itself through the introduction into it of a regard to that of which Mr. Smith Woolley pointed out and exemplified to us the necessity, a few days after the printing of the Bill, namely, a regard to what he called the "latent natural fertility" of the land (Vol.

XV., p. 392.) During the discussion of Mr. Bund's Paper upon the Act, it has been argued here by Mr. Martin (Vol. XVI., p. 67-8), Mr. Sturge (p. 95), and Mr. Huskinson (p. 107) successively, and been illustrated by Mr. Tuckett (p. 82), that such has been the effect upon the original Bill of its amendment by the proviso that "in estimating the "value of any improvement there shall not be taken into "account as part of the improvement made by the tenant "what is justly due to the inherent capabilities of the soil." As, however, this result is not satisfactory to those who looked forward to the Act as one that should insure to the tenant all the profit from his speculation if it proved to be good, just as he would suffer all the loss if it turned out to be bad, an observation or two may be permitted in the hope of reducing any such dissatisfaction. The claim so made is of a widely different character from the claim that the outgoing tenant should be reimbursed any of his capital remaining in the soil; it is claiming that the land is something in which landlord and tenant are each to sink money as a speculation. It is therefore virtually a claim to a kind of that dual ownership which deprives possession of so much of its attractiveness, and is yet put forward at the same time that one hears such loud expressions of regret that persons possessing land are not more numerous. But, even to those objectors with whom the above consideration will not have any weight, I will yet ask leave to submit the following striking difference between the two investors. When circumstances compel the landlord to convert his investment into cash, he has to take his chance of whether he will be able to find a purchaser at a fair price; but the tenant in similar circumstances is sure of an immediate purchaser, and this purchaser is found for him in his landlord, who has no option of refusing to buy. The two speculations are thus made with totally different prospects;

Reasons why the tenant may be content with this.

and the tenant, on account of the greater security attending his outlay, may well be content that the sum extracted from his landlord, for an expenditure in which he had no voice, should be limited to the unexhausted amount of tenant's capital remaining in the land from which the tenant's connection is about to be severed. The Bill carried by Mr. Disraeli's Government in 1875 will be remembered to have similiarly provided that, in the absence of any agreement, the tenant's compensation should have regard to the amount properly laid out by him; and it further contemplated that the number of years over which any one kind of improvement should be estimated to spread, would not be uniform, but would be shortened according to circumstances. Although that Act was open to the charge of unfairly restricting the maximum estimate of the duration of the tenant's outlay, yet, when the novel character of this legislation of compensation is considered, there is no reason for speaking with any disrespect either of that Act as a whole or of its having been decided to make it in the first instance tentative, instead of obligatory upon either landlord or tenant. To those, and they are not a few, from our first President, Mr. Clutton, onwards, who gave weighty opinions in favour of the principles of that measure, it must be satisfactory to believe that the new Act will march so closely on the lines of the old one.

Table indicating, for each £100 of drainage outlay by a landlord, the rents to be received by him for the successive years of the period in which it is estimated that the outlay in any particular case will become exhausted. It is on the ordinary assumption that damage or decay will cause the benefit of the outlay to diminish by equal annual portions

throughout the period; and the landlord is assumed to desire to reobtain his outlay, with 3 per cent. interest.

Estimated Period of Exhaustion.	Rent for the First Year after Execution of the Work.	Annual Diminution of Rent.	Estimated Period of Exhaustion.	Rent for the First Year after Execution of the Work.	Annual Diminution of Rent.
Years.	£	£	Years.	£	£
5	35·69	7·14	23	10·52	·46
6	30·88	5·15	24	10·19	·42
7	27·28	3·90	25	9·89	·40
8	24·48	3·06	26	9·60	·37
9	22·24	2·47	27	9·34	·35
10	20·41	2·04	28	9·10	·32
11	18·89	1·72	29	8·87	·31
12	17·60	1·47	30	8·65	·29
13	16·49	1·27	31	8·45	·27
14	15·53	1·11	32	8·27	·26
15	14·70	·98	33	8·09	·25
16	13·96	·87	34	7·93	·23
17	13·30	·78	35	7·77	·22
18	12·72	·71	36	7·62	·21
19	12·19	·64	37	7·48	·20
20	11·71	·59	38	7·35	·19
21	11·28	·54	39	7·23	·19
22	10·89	·49	40	7·11	·18

EXAMPLE.—For a drainage outlay by a landlord of £286, estimated to be exhausted in 35 years;

	£	s.	d.	
£286 × 7·77 per cent. =	22	4	5	as first year's rent.
Deducting £286 × ·22 per cent. =	0	12	7	
leaves	£21	11	10	as second year's rent.
Again deducting	0	12	7	
leaves	£20	19	3	as third year's rent.
Again deducting	0	12	7	
leaves	£20	6	8	as fourth year's rent.

And so on.

A similar TABLE on the basis of $2\frac{3}{4}$ per cent. Interest to the Landlord.

Years.	£	£	Years.	£	£
5	35·49	7·10	23	10·33	·45
6	30·69	5·12	24	10·00	·42
7	27·09	3·87	25	9·69	·39
8	24·29	3·04	26	9·41	·36
9	22·05	2·45	27	9·15	·34
10	20·22	2·02	28	8·90	·32
11	18·70	1·70	29	8·67	·30
12	17·41	1·45	30	8·46	·28
13	16·30	1·25	31	8·26	·27
14	15·34	1·10	32	8·07	·25
15	14·51	·97	33	7·90	·24
16	13·77	·86	34	7·73	·23
17	13·11	·77	35	7·57	·22
18	12.53	·70	36	7·43	·21
19	12·00	·63	37	7·29	·20
20	11·52	·58	38	7·15	·19
21	11·09	·53	39	7·03	·18
22	10·70	·49	40	6·91	·17

DISCUSSION ON MR. SMYTH'S PAPER, AND ADJOURNED DISCUSSION ON MR. SHAW'S PAPER.

Mr. D. WATNEY (Fellow) said that before resuming the discussion on the subject of Agricultural Agreements, it was his agreeable duty to move a cordial vote of thanks to Mr. SMYTH for the admirable Paper he had just read, which showed beyond doubt that the scale laid down was quite inadequate to tempt landlords to make improvements of the kind contemplated in the second part of the First Schedule of the Agricultural Holdings Act. The chief difficulty lay in the question of duration; twenty-five years

was a very long time, and many people held that the life of a drain did not exceed twenty years—a period in some instances too long, and in others perhaps too short. There was no security that the tenant, or a succession of tenants, would continue to pay interest for twenty-five years. A tenant was quite at liberty at the end of the year after the drainage was completed to give notice to quit, and the incoming tenant might not consent to pay any interest at all.

He did not agree with Mr. SMYTH in the opinion he had expressed that compensation, under the Act, for tenants' improvements had for its maximum basis the amount of the tenant's actual expenditure. He believed, on the contrary, that such a basis was at total variance with the Act of 1883, though it was the basis of the Act of 1875. The Act of 1883 took the value of the improvement to the incoming tenant, not the outlay of the outgoer.

He believed that Mr. SMYTH's tables were too elaborate for practical use, and that the old customs would be more popular both with landlords and tenants, viz. :—

(1) The landlord to find the drain-pipes within 6 miles, and the tenant to do the carriage and labour on the seven years' principle.

(2) The tenant to find the pipes at his own expense, and do all the labour on the twenty years' principle.

In his opinion, Mr. SHAW's agreement was a great deal too long and too elaborate. He had no doubt that it might be greatly reduced in length, and still be quite effective, agreeing with Mr. BIDDELL that general conditions were very much safer than minute particulars. It was not, he thought, advisable to have an agreement that embodied the Agricultural Holdings Act until the precise meaning of its various clauses was a little better understood. For himself, although he had studied the subject very closely, he had

not yet seen his way to frame an agreement of the kind attempted by Mr. Shaw.

With reference to the first clause of Mr. Shaw's agreement, reserving minerals to the landlord, he might point out that, in the case of farms on which large quantities of flints existed, it was necessary, in view of a decision of the House of Lords a few years back, that flints should be specifically reserved—not only the underground flints, but the surface flints also—or the tenant would be at liberty to take off and sell as many of them as he liked, and the landlord would have no remedy whatever.

There seemed to him an omission in the agreement. He always inserted a clause entitling the landlord to resume, from time to time, certain portions of the land let by giving three or six months' notice, paying to the tenant the value of his crops and tillages, and reducing his rent at rather a higher rate than the average rate per acre of the whole occupation.

The first of the "tenant's conditions" in Mr. Shaw's agreement seemed to imply there that the incoming tenant should pay the outgoer compensation under the Act; but surely no tenant at the present time, or until the conditions of the Act were better understood, would take a farm and saddle himself with an unknown valuation.

By Clause 3, Mr. Shaw provided that the tenant should spread on the farm all the manure arising from the produce of the farm. It would be better, he thought, to say, "all the manure produced on the farm, and that brought on the farm in lieu of any hay and straw sold or removed." In practice, such a clause would be very useful, for, while agreeing that the tenant should have every reasonable liberty, he was not prepared to admit that he should be allowed to farm exactly as he pleased. Mr. Clare Sewell Read stated at the last Meeting that he held three out of

four farms without any agreement at all, and could do as he liked with them. Mr. READ was an exceptional tenant, and he (Mr. WATNEY) would be only too glad to let him a farm on those terms; but he did not agree that it would be safe to deal with average tenants in that way.

As to the providing by the landlord of timber for repairs, he preferred providing *prepared* timber to "timber in the rough"; for, if the tenant, with no knowledge of conversion, were provided with the rough timber, it would be found that a great deal would be wasted and go for firewood, and for this reason, he would advise a clause which stipulated for "rough or prepared timber at the option of the landlord," which was, perhaps, the best way of dealing with the matter.

As to Clause 6, referring to green crops, he agreed on the whole with Mr. SHAW; but he thought that, if a fifth part of the land were properly fallowed and manured every year, and in the succeeding year that fifth were sown with grass, the tenant might do pretty well what he liked with the other three-fifths, for, in this way, the land would be properly fallowed and manured once every five years, which would amply protect either landlord or incoming tenant. He quite agreed that a general covenant to keep the land clean and in good condition covered everything that was necessary.

The principal clause, however, in Mr. SHAW's agreement was Clause 8, in which he endeavoured, if not to evade, at any rate to define, the Act. He thought this clause rather a dangerous one, because, unless the agreement gave a higher rate of compensation than the Act allowed, it would be void; while if it gave a higher rate, it was all the worse for the landlord. Upon this point he would draw attention to a few clauses in the Act. Section 5 said, "Where in the case "of a tenancy, under a contract of tenancy, beginning after

"the commencement of this Act, any particular agreement "in writing secures to the tenant, for any improvement "mentioned in the third part of the First Schedule hereto, "and executed after the commencement of this Act, fair and "reasonable compensation, having regard to the circum- "stances existing at the time of making such agreement; "then, in such case, the compensation in respect of such "improvements, shall be payable in pursuance of the "particular agreement, and shall be deemed to be substi- "tuted for compensation under this Act." That seemed to be the clause which Mr. SHAW had in his mind when he framed this agreement.

Then Section 55 was as follows:—"Any contract, agree- "ment, or covenant made by a tenant, by virtue of which he "is deprived of his right to claim compensation under this "Act in respect of any improvement mentioned in the First "Schedule hereto (except an agreement providing such com- "pensation as is by this Act permitted to be substituted for "compensation under this Act), shall, so far as it deprives "him of his right, be void both at law and in equity." It seemed to him that it would be a very dangerous thing to try to explain this Act as Mr. SHAW had attempted to do in Clause 8, Subsections 1, 2, 3, and he believed that any endeavour of the kind would signally fail.

Referring to the clause in which Mr. SHAW provided for the tenant giving notice of any improvement made within one month of the time of execution or at the end of each year, he might point out that, under Section 55 of the Act, this clause would be void, and therefore any attempt to make the tenant give these particulars would fail.

One of the "mutual conditions" (No. 9) seemed to him to be impracticable. He understood Mr. SHAW's meaning to be that when a tenant left his farm and he was entitled, by the custom of the country or by his agreement in the

ordinary way, to a valuation for tillages, hay, straw, and other things, one arbitration and one valuation should cover not only all claims under the custom or agreement, but also under the Act; but he (Mr. WATNEY) had no hesitation in saying that this would not be carrying out the Act, and was perfectly impracticable. In the claim under the Act full particulars had to be specified, with every information as to the nature and amount of each item; and, in default of a mutual appointment of an umpire, it went to the land commissioners to appoint one. Was it reasonable to suppose that the land commissioners would go out of their way to appoint an umpire under something else than the Act? Would any county-court judge adjudicate upon matters which did not come within the Act? The Act must stand by itself, and the ordinary farm valuations by themselves, and any attempt to amalgamate the two would, in his opinion, vitiate the agreement.

Again, Mr. SHAW's attempt in this agreement to define the state of the farm on entry was a very good one, but it appeared to him that in all future agreements—and he had never found tenants object to it—a clause should be inserted that "any sums of money which shall be found due or "payable to the landlord in respect of any dilapidations or "breaches of covenant by the valuers appointed to settle "the valuation of the tenant's interest, shall be deducted "from such valuation." If the tenant did object to it, the answer to him would be, "I assume that you will be a very good tenant, and that you will not commit any breaches of covenant, or permit any dilapidations, and, if so, there can be no objection to this clause, because it would not come into operation: if, on the other hand, you do allow dilapidations, you surely, as an honest man, can have no objection to pay for them." That would be much the simplest way. Under Mr. SHAW's agreement

there would have to be litigation to recover the amount, whereas, with the general clause he now proposed, the agreement would be clear and litigation would be avoided.

With regard to notice to quit, he thought that, with a good tenant, a two years' notice was quite short enough. On the death of a tenant, he agreed with Mr. Biddell that if the executors or the widow liked to give a six months' notice, to expire of course in the ordinary way, that notice should be accepted. It would be rather hard to turn out the widow and children at six months' notice, when they might be able to carry on the farm.

He had, since the Paper was read, sat for three days as umpire on a case, under the Act, and although two eminent counsel had expounded the Act to him, he was clearly of opinion that they should hold their hands for the present, and watch attentively the various readings and decisions, with the intention, as soon as the real bearings of the Act were understood, of carrying out its provisions with loyalty and completeness.

He was, he was sure, only doing what Mr. Shaw desired in freely criticising his agreement. Mr. Shaw had performed a service to the Institution in opening a way for the discussion of this important subject, and he had much pleasure in proposing the vote of thanks to him for his Paper.

Mr. P. D. Tuckett (Fellow) begged to second the vote of thanks to Mr. Smyth for his Paper, which, like everything that emanated from him, was full of ability and ingenuity. He would not attempt to discuss his Paper that evening, because it was a matter of figures, and required a good deal of consideration.

In reference to a remark of Mr. Watney he would venture to say that if the measure of the maximum possible

compensation for an improvement was not the amount expended by the outgoing tenant, it was certainly the cost at which the incoming tenant could have effected the improvement if it had not been done for him. Any value beyond this must be due to the inherent capacity of the soil. And apart from that, how could a ready-made article, as to which the purchaser had had no voice, be worth more to him than the cost at which he could have had made for him exactly what he desired? And if it had become partly worn out, of course it must be less.

Turning to Mr. Shaw's Paper, he was quite sure that all would unite most heartily in the vote of thanks that had been accorded to that gentleman, because, whatever one might think of any particular parts of his agreement, it was a kind thing of any land-agent to place before the Institution the draft agreement that he was proposing to settle for use on the estates of which he had the management. Whether the Members liked the whole of it or not, everyone might learn something from it, and there were some points which had interested him very much. Mr. Shaw had asked very forcibly in his Paper that they would return his kindness by fully discussing the proposed agreement, and he (Mr. Tuckett) would take him at his word (in the most friendly spirit), and state some points where he thought there were ambiguities in the agreement, or where it might be revised with advantage.

The subject about which Mr. Shaw seemed to have been most concerned, and most specially to have asked attention, was the adaptation of a farm agreement to the Agricultural Holdings Act. Mr. Shaw had stated, as the result of his reflections, that it was not compatible with the Act of 1883 to make an agreement between landlord and tenant embracing a schedule of allowances on the basis of cost, remarking, at the same time, that in this opinion he would

be opposed to that of some eminent land-agents. It was obvious that he was in opposition on that point to Mr. Martin, because when Mr. Martin was kind enough to place before the Institution a schedule of allowances which had been agreed to in Lincolnshire, he stated as his opinion that it would very shortly be incorporated in every farm agreement in Lincolnshire. Like Mr. Shaw and a great many others, he (Mr. Tuckett) had thought about this subject a little, and failed to see anything whatever *illegal* in making an agreement on the basis of cost, because the Act clearly said that an agreement might be made giving an equitable compensation, instead of that provided by the Act, provided it was reasonable, and it did not say that such compensation need be on the basis of the value to the incoming tenant. He was pretty certain, however, that any such schedule could only be advantageously incorporated in an agreement if it was in accordance with the one agreed on by the valuers in the county where it was to be used, because it would be void at law if it were not reasonable, and if it gave a value below the allowances which valuers and umpires in any particular county considered reasonable it would probably be rejected. It had been suggested by one of the legal Associates on a former occasion that it would be *ultra vires* for valuers or an umpire to consider the reasonableness or otherwise of an agreement, and that that point would have to be referred to a court. That might be very good law, as dry law; but if valuers exceeded their powers, the right of appeal and an upsetting of an award, where the amounts were small and delay objectionable, would be a very poor consolation.

Like Mr. Watney, he had not yet seen his way to preparing a form of agreement for general use containing any such schedule, and, as yet, he had not troubled any tenant-farmer or landlord with any new agreement where

there were no new lettings. One might look at this matter either from a tenant's or from a landlord's point of view; and, individually, he wished to be prepared to fairly advise a tenant just as well as a landlord on these subjects, and the inclination of his opinion at present was that if he were advising a good tenant, he would recommend him to ask for such a scale as Mr. Martin had put before them, which appeared to be a very proper and fair one, because it would relieve the tenant from the risk of making mistakes in procedure, it would give him a greater certainty of obtaining what he expected, and it would make it less easy for the landlord to claim to reduce the allowance on the ground that the improvements were not well effected—in fact, it would give him a more certain title. But, if he were advising a landlord, he would do what Mr. Watney suggested, and tell him not to be in too great a hurry about it. If a good tenant were anxious for such a scale he saw no occasion to make any great objection; but he certainly should not care to press it on a tenant, because the chief benefit that could arise to the landlord appeared to be in negativing some exorbitant claim. But he had sufficient confidence in the valuers to believe that, if the facts were once agreed upon, claims in excess of what had been agreed on as reasonable would not be encouraged; and no scale could protect either party from a misstatement of the facts. And another reason for not being in a hurry might be that in some of the counties where people had had less experience of such tenant-right than in Lincolnshire, there had been a disposition to settle scales on some points somewhat in excess of that adopted in Lincolnshire; and it was not improbable that some of them might have to be reduced. In particular, he did not think there was quite sufficient information in some parts of the country as to the very great differences in the manurial results of an imperfectly digestible substance like cake, and

such things as meal and corn, which, as had been so carefully worked out by their lamented friend Dr. Voelcker, were much more completely assimilated by an animal. On the whole he was very much inclined to think with Mr. Shaw and Mr. Watney that it was just as well, from the landlord's point of view, to let the Act take its course, and not to hurry into any scheme of agreement in substitution of it.

But when he turned to Mr. Shaw's agreement, and saw how these and other matters were proposed to be carried out, he confessed to being a little sorry that, before that agreement had been published, Mr. Shaw had not revised it in consultation with the solicitor to one of his clients, or some legal Associate of the Institution, because the form was an unusual one, and, although he (Mr. Tuckett) did not pretend to any great legal knowledge, he feared this unusual form might be found to have introduced some doubts and ground for possible litigation. His idea of the proper framework or form of a farm agreement was a well-settled form of demise, such as an estate solicitor would use, into which it was the proper function of a land-agent to introduce the appropriate agricultural clauses. Mr. Shaw said the agreement should be concise. He should call one concise which dealt with but few subjects, but dealt with those so clearly that there could be no subsequent dispute about them. But this agreement touched on a great many matters, some of which seemed unnecessary, and others not worked out with sufficient clearness to avoid disputes.

He proposed now to run through the agreement and point out briefly some things in which it appeared to need revision.

Beginning at the beginning, he observed that the tenant was provided with "executors, administrators, and assigns," but the landlord had "no heirs and assigns." He supposed, however, that this was merely a slip.

The clause as to reservations was very long. It provided a right of entering for the purpose of erecting cottages and making other necessary improvements; but the agreement did not provide for keeping such cottages in repair, nor for the tenant underletting them, and it did not withdraw them from the farm, and no landlord would insist on building cottages for a tenant against his will; therefore, he thought the agreement might be shortened without any disadvantage by leaving that out altogether.

Then as to the tenant's covenants. It was very unusual to provide that the incoming tenant should pay on entering on the same principle that the agreement provided he had to be paid on when he went out. The incoming valuation was already controlled by the outgoing tenant's agreement, and might be somewhat different. The common form was that the incoming tenant should pay for such matters and things as the outgoing tenant was entitled to be paid for, about which he would have full information before agreeing in terms. This clause involved the landlord coming into the valuation, and having a separate valuer to protect him, and receiving or paying any differences. No reason had been mentioned for this change.

The second of the "tenant's conditions" seems somewhat arbitrary, viz., that when a man was leaving the farm he should not adopt the common practice of letting his grass keeping. He thought that was hard on the tenant, who might have two farms on his hands.

Passing to Clause 3, as to the landlord paying the tithe rent-charge, a plan which was often commended, all he desired to say was that when it was adopted a very sharp look-out ought to be kept as to the parochial assessments. Tithe rent-charge paid by a landlord was apt to be forgotten; the tenant would probably not know the amount, and make returns of his rent without mentioning it; and in such a

case up would go the rates. It was better in some way to specify the tithe rent-charge in the agreement, and this might be done by reserving the amount of it as a separate rent.

The provision against growing two white crops in succession was somewhat old-fashioned, and he agreed with Mr. Watney that the desired result might be arrived at better by providing what the tenant should grow on part of the land and leaving him perfectly at liberty as to the rest. This clause also stated that the tenant should consume all the hay and straw "*in the yards and buildings*," and all the turnips and other green crops on the farm; so that if a tenant cut his turnips for sheep in the fields, and fed chaff with them, or foddered young stock on the grass land in spring or autumn, that would be a breach of covenant. Of course, Mr. Shaw did not mean to enforce anything of the sort, nor could any damages be obtained for such a breach; but it seemed a pity to put into an agreement any restrictions which were not intended to be binding, because the practical effect of such things was to educate farmers, valuers, and those who might become jurors, to believe that clauses in agreements were not intended to be enforced; and, when once that idea was taken up, it was not always easy to say how far it would be carried.

The tenant's agreement to repair was rather full. He was inclined to believe, with Mr. Biddell, that it was a good practical arrangement for the landlord to find materials and half the labour. In some agreements where he was concerned, the tenant undertook to provide the whole of the labour, but much discretion was needed as to the cases in which this should be fully enforced. But this somewhat full covenant as to repairs emphasised the words "together with the window glass." If he were acting in a dilapidation case for the outgoing tenant, he thought it not unlikely he

might endeavour to argue that the introduction of those words implied that the clause was not intended to apply to serious substantial repairs, as "window glass" would certainly be included without special mention.

Clause 4 introduced a very ordinary provision in an unusual form. By tacking the usual penalty-rent of £20 an acre for breaking up grass land on to a tenant's covenant, instead of reserving it with the other rent, and by not specifying when it was to be paid, a possible doubt seemed left whether the tenant might first break up the pasture land, and then discuss when the rent was to begin.

The provision at the end of Clause 6, as to paying sums found due for dilapidations, &c., seemed to be pure surplusage, being merely a statement that the tenant should pay what might be legally recoverable from him.

The clause which Mr. Watney had mentioned, directing outgoing valuers to deduct such a sum as they considered reasonable for breaches of agreement, was one he had used a great deal, and often seen the effect of on a change of tenancy. To a certain extent, within moderate limits, it answered a good purpose. But there seemed to be a rooted aversion, where the incoming tenant appointed the valuer, to go into or press such claims, even when the incoming tenant was himself to benefit by the deduction. And in some districts, where there was a following crop and May-day outgoing, there was often but little to value from which anything could be deducted.

Passing to the "landlord's conditions," the form of this agreement was again unusual. The great thing a landlord did for his tenant was to give him up possession of his property; and his covenants were usually pretty much confined to one for quiet enjoyment. The tenant's covenants, on the contrary, were necessary to limit the complete and exclusive right he would otherwise have in the premises. Here the land-

lord's conditions were necessarily as long as those of the tenant, but they consisted of undertakings to pay the outgoing valuations, which were ordinarily dealt with as mutual agreements.

The effect of this change of form appeared to be that whilst the landlord expressly agreed to make certain payments, to be ascertained in a certain way, the tenant nowhere expressly agreed to accept the same and no more, though it might, perhaps, be implied that he did so; and Clause 11 excluded other claims by custom.

The payment of market value ("*less £1 per ton for marketing*") of the hay and straw seems an instance of the introduction of a doubt by attempting to define too much, because the market value of a thing was well understood to be the price which it could be sold for without restriction as to its use, in the state and position where it is, such as hay or straw in the stacks on the farm; but the wording of this clause seemed to imply another meaning, viz., the market price somewhere else, and in some other state; and it did not specify any particular market town, and therefore might be wherever hay was dearest or cheapest. This payment was confined to one-fifth of the hay and straw of the last year, "any excess of such produce then unconsumed to belong to the landlord." That seemed very hard on the outgoing tenant. A good farmer, having regard to the uncertainties of the climate, and the need of straw for thatching the next year's stacks, would like to have in hand, to carry over from one year to another, a fair proportion of hay and straw; and the consumption of hay was by no means over at Lady-day. In case of a mild winter, there would probably be considerably more than one-fifth left in hand, and no tenant would quietly submit to have it confiscated.

He might suggest that the word "exclusive" at the end of this clause was a misprint for "deducting."

The 8th clause dealt with the Agricultural Holdings Act. It began with what Mr. SHAW called his governing clause—"according to the state of the farm, whether in good condition or otherwise." He (Mr. TUCKETT) was afraid that was not permissible under the new Act, which prescribes that, if the state of the farm be not in accordance with the agreement, the landlord may claim compensation to be separately valued, and then form a set-off against tenant-right. But the improvements under the Act must be separately valued; to make compensation for them conditional upon the state of the farm appeared to be a totally different thing from valuing the two things separately, and then deducting the one from the other; and he was afraid it would prove not to be legal. The utility of a good deal that followed would depend on the view taken on this point. If this "governing clause" did not stand, Section 1 would become superfluous, as it would in no way alter the effect of the Act alone, and might therefore be struck out.

The second and third sections provided for payments "under the said Act." This might lead to questions as to whether it was intended that all the procedure of the Act should be adhered to, or that compensation should be payable without the notices prescribed by the Act, and so on. Section 2 contained a separate agreement by the tenant to furnish certain statements, whilst Section 3 contained a proviso of similar import, though why one should be a separate covenant and the other a proviso was not clear. A separate covenant would not be an interference with the Act, but if a proviso be a condition on which payment depends it probably might be.

The direction for taking into account the average yearly

consumption of purchased manure would seem appropriate and valuable in an agreement containing a scale of allowances, because in awarding one-third of the last year's cake and one-sixth of the previous year's, the tenant confessedly received rather more than (after allowing for some little waste) its full manurial value, and this was a rough-and-ready way of allowing for any little benefit left from previous year's cake; but it seemed hardly to apply to an agreement where the whole thing was left open on the basis of value to the incoming tenant, and where an outgoer might include in his claim some allowance for the cake fed for as many years back as he thinks it worth while to go into.

He (Mr. Tuckett) thought Mr. Shaw's object might be more safely accomplished by striking out the whole of this eighth clause, and leaving the Act to be carried out without specially providing for it in the agreement, and simply introducing amongst the tenant's covenants a clause to some such effect as that the tenant shall furnish the landlord, within one month after the making of any improvement which may become the subject of claim under the third part of the First Schedule of the Agricultural Holdings (England) Act, 1883, a written statement, signed by himself, giving particulars of the same and of the cost and date thereof. As to whether or not that would be too much to expect of tenants he (Mr. Tuckett) expressed no opinion. He had not as yet done anything of the kind himself, but such a clause might be framed in accordance with the words in this agreement, and, whilst very much shortening it, would avoid the risk of any conflict with the Act. Because such a covenant would not be contrary to the Act, but wholly independent of it, any breach of it would simply raise a question of damage for such breach of covenant, and the measure of any such damage would probably be the risk of

an excessive claim on the part of the tenant. In other words, it would probably throw the onus of proving his claims more strongly on the tenant.

Clause 9 in the "mutual conditions" seemed rather complicated, and he confessed that he very imperfectly understood what its legal effect would be. But the question as to the inconvenience of two valuations by different valuers had pressed upon many minds as it had obviously pressed upon Mr. SHAW'S, and he would just mention how he had himself attempted to meet it lately in settling an agreement. He had put in the following clause:—"The outgoing "tenant shall be entitled to payment by the landlord or the "incoming tenant, at a valuation to be made by a referee "or referees or their umpire to be appointed in the manner "prescribed by the Agricultural Holdings (England) Act, "1883, for the following matters and things, deducting such "a sum for dilapidations or breaches of the agreements "herein contained as the said referee or referees or their "umpire shall consider fair and reasonable, viz.:" . . . .

He supposed that, when the time came for appointing valuers, it could hardly be held that the same valuers would be appointed under his clause as under the Agricultural Holdings Act. An umpire would usually be mutually agreed on; but, in case the county-court judge or land commissioners appointed one under that Act, it would almost follow that he would also be accepted under such an agreement; but, even if there were a failure to get an umpire in that way, the Common Law Procedure Act provided a means of getting one appointed, so that it would answer no one's purpose to incur costs in raising any abstruse question about it. But the two valuations were not attempted to be mixed up, so as to interfere with the Act.

The 10th clause required a little revision, although its

intention was clear enough, for, if an agreement to let particular lands and to pay a particular rent be altered, it was a contradiction in terms to say that it shall remain in full force, though some parts of it might.

He very much regretted Mr. SHAW's absence that evening, and the cause of it, but he felt sure that Mr. SHAW would not object to the details of his draft agreement being fully canvassed; and he had no doubt that, after it had been somewhat further revised, Mr. SHAW would be able to settle it in a form that would be valuable to those for whose use it was intended.

Mr. W. BROWN (Fellow) said that in his district Lady-day tenancies were seldom met with, consequently the greater part of Mr. SHAW's agreement did not apply to the circumstances of his locality; but, with the assistance of a barrister, he had tried his hand at drawing up an agreement of his own. Whether it would hold water or not, he could not say, but he had no doubt that it would be acted upon by valuers in his part of the country to a very considerable extent. He might mention, in passing, that he happened to fill the position of chairman of valuers in certain parts of the counties of Hertfordshire, Buckinghamshire, and Bedfordshire, and in that capacity had been applied to to call them together to consider the compensations which had been adopted in various parts of the country, and more particularly in Lincolnshire; but he hesitated to do so because he foresaw that anything laid down for one part of the country would not be equitable as applied in another part. He had therefore given up that idea entirely.

At the last Meeting of this Institution, the Secretary of the Farmers' Club made some observations in which he entirely agreed, with reference to some remarks made at the

club by the present Postmaster-General. The clause in his own agreement was as follows:—"Improvements.—When the lessee quits the premises at the end of the tenancy hereby created, the lessor shall pay him for the several improvements specified in Part III. of the First Schedule to the Agricultural Holdings (England) Act, 1883, and it is hereby particularly agreed by and between the said parties hereto that such payments shall be deemed to be fair and reasonable compensation for such respective improvements, having regard to the circumstances existing at the time of making this agreement, and that they shall be substituted for compensation for such respective improvements under the said Act." Now, he did not mean to say that his agreement could be carried out, but they were going to try it. Amongst the many arbitrations going on just now, he believed that for every one proceeding under the terms of the Agricultural Holdings Act, there were five or six cases, perhaps more, proceeding under an equitable agreement.

Mr. J. Brooke Little (Visitor) said that, as he had not had an opportunity of reading Mr. Shaw's Paper, he would confine his observations to what had been said that evening. He agreed with Mr. Watney in his criticism of the 9th clause in the agreement, which provided that the differences arising between a landlord and tenant in their ordinary valuation matters should be referred to the same referees and umpire that were to settle the differences arising under the Agricultural Holdings Act. If this meant that there should be only one award dealing with all differences, it would be found that mixing up the matters together would result in dreadful confusion, for, when the award came to be enforced, it would have to be done under a particular section of the Act; and if the county-court

judge found that matters had been adjudicated upon in the award which did not come under the Act, he would have no choice but to send it back to the umpire and have it all gone over again, at great expense to the parties. This would be much worse than letting matters go on as at present, where the valuation between the outgoing and incoming tenant was much more informal than arbitration under the Act.

He did not agree with Mr. TUCKETT that the adoption in a lease of a scale of valuation of manures and artificial food-stuffs, approved by a Chamber of Agriculture, was a bad and inequitable arrangement, and one which an arbitrator could disregard. That notion appeared to proceed upon a misunderstanding of the Act. It was not quite plain, but he was inclined to the opinion that if a tenant wished to back out of any agreement in the lease as to how the manures should be valued, he must apply to the court to get it set aside at once. He must not wait until he quitted, and then say, "Oh, I am not bound by that agreement in the lease; that scale will not suit now, because it is not a reasonable agreement." If he continued to occupy the farm under a lease which contained the agreement that he will be bound by a certain scale of values, such as the Lincolnshire Chamber or the Wiltshire Chamber or the Gloucestershire Chamber and various other Chambers have propounded, and which most valuers consider, *prima facie*, reasonable, it would not be open to him at the end of his tenancy to maintain that it was not reasonable. He thought, moreover, that an arbitrator was bound, under the 17th section of the Act, to award compensation consistently with the terms of any such agreement, as long as it had not been set aside by a court.

Another question was whether a tenant was confined, in

having his compensation assessed, to the expenditure which he had incurred. That would arise generally on the question of drainage, because, under the first part of the schedule, it lay entirely with the landlord to say how much he would give. Mr. Tuckett's argument with regard to this was that the incoming tenant might say, "I could have done this myself, say for £10, and you are now claiming £20; the value is only what I could have done it for myself." He disagreed with Mr. Tuckett that this was the true criterion of value, for, when the incoming tenant came, the question was how much more was the land worth by that time than it was worth when the outgoing tenant made the improvement, and the compensation payable was the amount of this increase, less what might be due to the inherent capacity of the soil.

There was one matter of a very practical nature which, perhaps, Members of that Institution would have to decide for themselves some day, and it was this: A covenant in a lease enjoined upon the tenant that he was, during the last year of his tenancy, to lay out, at his own cost, a certain amount of manure, say, town manure, upon the fallow crops,—so many tons to the acre. Was the valuer appointed under the Agricultural Holdings Act to allow for that manure? Having given it consideration, he thought that the valuer would be bound to give the outgoing tenant the value of such manure, notwithstanding that it was applied under the obligation of the covenant. The covenant was really an agreement that the tenant should have no compensation for the manure, which was in violation of the 56th section of the Act, so that, although it seemed rather strange when applied to leases now current, and which were made, perhaps, 10 or 20 years ago, the Act did come in and upset those covenants, and the valuers would be bound

to give the outgoing tenant the value of the manure, although there was a specific covenant that he should bring the manure on to the land himself.

The vote of thanks to Mr. Smyth having been been put and carried unanimously,

On the motion of Mr. J. Martin, the discussion on both Papers was adjourned to the next Meeting.

No. 215.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, January 12th, 1885.

THE PRESIDENT (MR. T. SMITH WOOLLEY) IN THE CHAIR.

The adjourned discussion on the Paper by Mr. J. SHAW (Fellow), on "Farm Tenancy Agreements," &c., &c., and on the Paper by Mr. E. SMYTH (Professional Associate), on "The Arithmetic of Compensation for Agricultural Drainage," read, respectively, at the Meetings of November 24th and December 8th, 1884, was resumed by

Mr. J. MARTIN (Fellow), who said that the Members ought to feel obliged to Mr. SHAW for introducing this subject, for the reason, if for no other, that they were all anxious to frame a good agreement, and it afforded an opportunity of interchanging views on the various points in the Act which had to be covered. No one could draft a form that would be applicable to all districts; but he thought that Mr. SHAW had succeeded in producing one which he need not be ashamed of, and which, as the author anticipated, after this discussion, he would be able to improve into a good useful agreement for Lady-day tenancies in his district.

The criticisms in several instances had not been so apposite as they might have been. Several speakers had confessed that they were only imperfectly acquainted with Lady-day tenancies, or they had forgotten for the moment that it was a Lady-day agreement which was under discussion. Some objected that the form was unduly long. He did not himself think this to be the case. Mr. CLARE SEWELL READ had said that a good deal of its length might be due to what he called the absurd customs identified

with Lady-day takes, and that one-half of these clauses would be quite unnecessary for Michaelmas holdings. He (Mr. MARTIN) did not see why a Lady-day agreement should require many more clauses than a Michaelmas one, and he had had a good deal of experience of both. From what he had seen of the agreements in the counties of Norfolk and Suffolk, they erred in the opposite direction, and did not contain clauses enough. Very often no provision was made for the incomer to enter before the 11th October to plough for wheat. He had lately had to relet a large farm in Suffolk, the lease of which had just fallen in, and there was nothing whatever done towards preparing for this crop. Wheat should be sown early, and it was a serious drawback to a tenant, upon entering on a farm with 400 acres of arable land, to have 100 acres to manure, plough, and sow after the 11th October. He was strongly against extending the limit of notice to quit to two years, and he had already found the tenants in his county generally inclined to six rather than to twelve months' notice.

Assuming that the tenant-right in future was to be valued on a different basis from that hitherto adopted, he did not think Mr. SHAW was right in inserting in his agreement that the tenant was to pay, on entering, on the same basis as he would be paid on, when quitting. But the provision would not be out of place on a second letting of the same farm under the same agreement.

It would make quite a new departure to insist, as Mr. WILLIS BUND suggested, that the landlord should pay tenant-right instead of the incomer, and one which would press hardly on the landlord. It was not true that he must of necessity pay at some time or other, as the improvements usually paid for by the incomer might become exhausted before he quitted.

He would give the tenant power to underlet the cottages

and gardens; and also the pasture, meadow, and turnip land during the last six months of the tenancy.

He did not see the force of Mr. Clare Sewell Read's remark that the tithe was a very unfair burden to throw upon the tenant, as, if the landlord paid it direct, the tenant paid so much more rent. If all that was meant was that the landlord should pay the charge direct to the parson, there would, of course, be no objection to that; but it was not a point of any very great moment.

Like Mr. Watney, he was not willing to allow a tenant holding under an agreement from year to year to farm exactly as he pleased. He should have just so much liberty as was consistent with a due regard to the maintenance of the fertility of the soil, and no more. If a tenant farmed as he pleased, the landlord was placed at his mercy, as he had always found that it was impossible to prevail upon valuers to allow anything like adequate compensation for an exhausted soil.

He was in favour of the custom which generally obtained in Lincolnshire, of the landlord putting the house, buildings, and cottages in repair, and the tenant maintaining them in a proper state. This was the most simple plan. It was one which worked with less friction between landlord and tenant than any other, and it simplified all questions of dilapidations.

No doubt Mr. Shaw would see his way to modify the 8th clause in his agreement. He did not think it would be legal to make the compensation to the tenant depend on whether the land was or was not in good heart.

In Lincolnshire the outgoer was paid for the hay and straw left on the farm at consuming price, and for putting the unspread manure into heap and on the land for the benefit of the incoming tenant.

He supposed the only reason why so many of the speakers

objected to the incorporation of a scale of allowances in an agreement was because they found it difficult to frame a scale suitable to their respective districts, as the Act distinctly said that if the scale were fair and reasonable it might be substituted for the allowances under the Act. He might, perhaps, be allowed to say that he had already prepared and printed for use on the estates for which he was agent a form of agreement incorporating the scale of allowances which he handed in on a previous occasion,* and with which they were all familiar; and he did not apprehend that valuers would find any insuperable difficulty in arriving at the value of the tenant-right to be paid under it.

He could quite understand that Mr. Brown felt it difficult to adopt a scale of allowances in his district, as the farmers there had not been educated in the principles which governed allowances for tenant-right in Lincolnshire. From what he had learned it seemed that in some of the southern counties it was feared that tenants would buy inferior cakes and manures if they had a similar scale to the one in force in Lincolnshire. But this fear was groundless. Tenants would use what would prove the most profitable, and it would not pay them to buy inferior qualities for the express purpose of claiming tenant-right, as the allowance for cakes and manures was governed by the actual cost of the articles. In his county it was the rule, almost without exception, to sow turnips with artificial manure, and they never heard of inferior qualities being used. Mr. Brown should educate the farmers in his district to a due appreciation of the Lincolnshire custom.

He observed that Mr. Clare Sewell Read, referring to the ambiguity of the first section of the Act, said that all that was wanted was common sense applied to its interpretation. He quite agreed with him. Indeed, he had ex-

* This scale will be found in Vol. XVI., pp. 65-66.

pressed his views on this head on a previous occasion (Vol. XVI., p. 67). The cost to a tenant must, in a great measure, form the basis of the valuation, because, try as one might, one could not define what part of the value of an improvement was due to the inherent capabilities of the soil unless this cost were taken into consideration.

Thanks were due also to Mr. Smyth, for his admirable Paper. Mr. Smyth had not only pointed out how hardly the Act in one particular bore upon the landlord whose tenant held under an agreement from year to year, but also showed how this might be equitably remedied. His theory was quite sound, but he was afraid they were not within measurable distance of the time when it could be put into practice.

Mr. E. Ryde (Past-President) said he had only intended to say six words, but Mr. Martin had induced him to say three more, by way of eliciting an explanation. Either Mr. Martin had misunderstood Mr. Shaw's Paper in one respect, or he (Mr. Ryde) had misunderstood it. He thought Mr. Shaw meant, when he said that the outgoing tenant should be paid the same as he paid when he came in, that he should be paid for the same acts of husbandry—the same things and matters that he paid for when he came in. If he had paid for straw at market price, then he was to be paid for it as fully when he went out. This was the old Surrey custom, which used to be laughed at in that room in days gone by, but which had been exceeded by recent legislation.

Concerning the Papers before the Meeting, he neither rose for the purpose of saying that he approved of Mr. Shaw's form of agreement nor that he disapproved of it. The service which, to his mind, Mr. Shaw had rendered to the Institution was in bringing about a discussion, out of

the report of which, in conjunction with Mr. SHAW's Paper, the Members of the Institution might prepare any kind of agreement that the circumstances under which they were acting might require. Nor was he going to state that a Surveyor would impress his clients with more confidence if seen walking down the Strand with a Lawyer on each arm. What he was going to recommend was that if a Surveyor thought it right to draw up his own agreement or lease, it should be a very short one, but if he felt it necessary to have one as long as Mr. SHAW's, that he had better call in the help of a lawyer.

Very much that Mr. SHAW provided for by his long form of agreement seemed to him to be obtained if the tenant were bound to farm the land according to the rules of good husbandry, in accordance with the custom of the country, and subject to the provisions of "The Agricultural Holdings Act." He thought this an opportunity, perhaps, for tabulating, in a few lines, the order in which these things should come in an agreement.

The first clause, of course, should set forth the parties.

The second clause should set out the parcels; and the more briefly this was done, consistently with the necessary precision, the better. The very best thing for this purpose was an accurate map; but an inaccurate map had better be omitted altogether.

The third clause of an agreement should set out the exceptions and reservations, chiefly relating to such matters as timber and the right of shooting.

The fourth clause should deal with that which lawyers called the *habendum*, which related to the nature and duration of the tenure. It would permit the tenant "to lease and to hold" the land from a given date for a given term.

The fifth clause should deal with what lawyers called the *reddendum*, by which the amount of rent is reserved.

The sixth clause should contain all the covenants by the tenant; the seventh, all those by the landlord; and the eighth, the mutual covenants.

The ninth clause should contain all provisos and modifying conditions.

He ventured to think that it might be useful, at least to the junior Members of the Institution, to put these heads in order, for the framing of tenancy agreements or leases.

A very learned and clever Paper on a distinct branch of the subject had been contributed by Mr. Smyth. Mr. Smyth's calculations were perfectly accurate, and he had shown landlords the great difference between the value of drainage in the first as compared with the last year of its life; but he doubted whether landowners would adopt a system under which the rent would vary every year. What Mr. Smyth had really done was to show that, in most cases, it was more to the interest of the landlord to let the tenant do the draining than to do it himself, and when he came to pay the tenant at the expiration of the term for the value that remained, Mr. Smyth's table would be an admirable one for estimating the unexhausted value.

Mr. S. B. L. Druce (Associate) said that, as he had already taken a brief part in the discussion on Mr. Shaw's Paper, by offering, on a previous occasion, a few remarks on one particular part of the agreement, he was aware that he was prohibited from discussing it again. But, with the permission of the Meeting, he wished, after what he had heard on the present occasion, to raise a voice, in spite of what Mr. Martin had said, in favour of Michaelmas as against Lady-day tenancies. He (Mr. Druce) contended that Michaelmas tenancies could be regulated and governed by agreements far shorter and more concise than Lady-day tenancies, for the simple reason that Michaelmas was the

end of the natural year. Nature was then dead, and there was nothing growing on the farm except the root crop, which alone had to be provided for as between the outgoing and incoming tenants; whereas at Lady-day everything was growing, and provision had to be made for the spring crops and for the crop which had been sown during the previous autumn or winter.

As to Mr. SMYTH's clever Paper, he was afraid, if he might presume to say so, that it was too clever to serve as a guide in actual practice. Putting aside, however, the calculations which the Paper contained, it was pervaded by one principle which he thought ought not, in that Institution, to pass by unnoticed, namely, that the compensation under the Act for a tenant's improvement must have as its maximum basis the amount of the tenant's actual expenditure. On page 88 there was a marginal note:—"Tenant's Drainage.—Belief that his outlay is the maximum basis of compensation under the Act for this and other tenant's improvements." There was not a word in the Act, as he read it, to support this belief; and he challenged Mr. SMYTH or anybody else in the room to find anything in the Act which supported the contention that outlay was the maximum basis of compensation under the Act.

The basis of compensation under the Act was the value to an incoming tenant; and he saw nothing whatever in the Act to prevent the tenant from getting more than his outlay, provided the improvement was of value to an incoming tenant. He admitted that, in actual practice, the case was not very likely to occur; but that was a very different affair from an opinion going forth from an Institution of such weight and importance, that the maximum basis of compensation to the tenant was his actual outlay. Mr. SMYTH would find, if he referred to the Act of 1875, that a tenant's compensation under that Act could not be more

than the amount laid out by him, but in the new Act there was not a single word to that effect.

Mr. J. M. Lely (Visitor) thought that everyone interested in farm tenancy agreements would feel indebted to Mr. Shaw for his Paper and that quite apart from the consideration whether they approved or not of his agreement. Anyone who had attempted to draw agreements must know the advantage of having a form for guidance, though he was sorry to say he had come to the conclusion that he, for his part, differed from Mr. Shaw's view of what an agreement should be. He would venture to mention a few points which had struck him in connection with this agreement. He thought it perfectly legal to have six months' notice, but it was, perhaps, doubtful whether or not it would be better to fix some specific time within which the six months' notice should be given, otherwise the parties might find themselves holding on a six months' notice for two or three years. The principal point, of course, was to provide for compensation. He was afraid that Mr. Shaw had not succeeded in this particular, and thought it would have been better to have left the parties to the operation of the Act altogether, as had, in fact, been done in a great many instances. He had been trying to find out in the last month or so how many cases there were in which this course had been followed, and had not altogether succeeded; but, so far as he had done so, he found that in many cases landlords had left the Act alone, and had gone on with the old agreements, thus avoiding much trouble and much ground for mutual suspicion.

He thought there was no doubt that the question of the scale merely turned on the construction of the words "fair and reasonable." He imagined it would be quite fair and reasonable, if a landlord and tenant wished to have

what was certain instead of uncertain, but whether it was desirable or not to insist on the scale or to leave the parties to the operation of the Act, was a question which could not be settled for several years to come.

Then, finally, came the question of the arbitration clause. No doubt there was a great wish on the part of conveyancers and others to have one arbitration for the two sets of valuations. This would be desirable if it could be managed, but there were certain difficulties in the way owing to the extremely complicated procedure under the Act. The best way, so far as he could see, to meet the case was, that either the landlord or the tenant should be enabled to give notice to the other to substitute for the ordinary arbitration clause a power to refer to arbitration, under the Act, all matters in difference.

Mr. W. J. Beadel (Vice-President) agreed with Mr. Druce that, as a rule, Michaelmas tenancies were the best, coinciding as they did with the dying-out of the agricultural year. All the corn had been harvested by Michaelmas, and the various operations on the farm were fewer at that time than at any other period. But, on the other hand, he had a rather large experience of Lady-day tenancies, and was aware that until the last few years of agricultural depression there was no county in England that could compare for a moment, as regards its farming, with the county of Lincolnshire, in which Mr. Martin occupied such an eminent position; and he felt some hesitation, therefore, in announcing it as his positive opinion that Michaelmas tenancies were the best. It depended, perhaps, on the locality to some extent, and on the whole it was better to abstain from laying down too positive a rule.

With reference to Mr. Shaw's Paper, he fully recognised the excellent motive which had actuated him in coming

forward with a Paper on a subject so important at the present moment; but he could not help thinking, while fully alive to the vast superiority of the landlord's interests, as regards the capital invested, that, having due regard to the user of the soil and to the reasonable freedom which the occupier was entitled to, Mr. Shaw had drawn the line a little too tightly in restricting the tenants absolutely to the five-course system.

Mr. Shaw explained that he had followed the custom.

Mr. Beadel said that the effect was, nevertheless, to unduly hamper the tenant, who should be at liberty, if he chose to do so, to farm on the four, five, or the six-course system, which might enable him, under certain circumstances, to extend his operations, and get an extra corn crop, and have certain portions appropriated to fallow, which would only come in once in every fifth or sixth year. He was not arguing which was the best course to follow (though, as a matter of individual opinion, he preferred the old four-course system), but was simply expressing a doubt whether Mr. Shaw's agreement gave the tenant the reasonable latitude to which he was entitled. It certainly seemed to him that Mr. Shaw limited the tenant too much, and punished him rather severely. Many of those whose duty it was to advise on leases attached, he thought, too much importance to the question of hay and straw (hay more particularly), and thus seriously curtailed the liberty which the tenant should enjoy. With a good tenant who used the land well, laid out his money, and kept plenty of stock—which, after all, was the point of main importance having regard to the fertility of the land,—what did it matter whether he sold his clover, hay, as also some of his root crops? Not the least. He was bound to return a greater value, in the shape of manurial benefit, than a

tenant who confined himself within the four corners of his agreement, or whatever it might be.

The author had aimed at preparing an agreement to meet the requirements of the Agricultural Holdings Act of 1883—an Act which appeared to him to have interposed the greatest difficulties between landlords and tenants, though no doubt framed with good intentions, and with the desire of meeting difficulties of another kind. How, then, was the Act to be met? Take a hypothetical case, and no doubt there were gentlemen in the room who had had cases of the kind before them in connection with the Act of 1883. A tenant, say, under an agreement, was liable to a penalty for selling his hay and straw. The landlord was, perhaps, liberal, and stipulated that for every load of hay and straw sold off the tenant should bring on a given quantity of dung, or so much cake or artificial manure. The lease or agreement terminated, and the tenant admitted that he had sold off the hay and straw, but had brought on the stipulated equivalent of cake. Under the Agricultural Holdings Act the tenant was entitled to claim against the landlord for the unexhausted value of that cake; and, so far as he could read the Act, he was not liable to any penalty for having sold off the hay or straw.

Or take a case within his actual experience. For every load of hay or straw sold off the tenant was to bring on a load of rotten dung or three hundredweight of cake. The tenant had sold from 100 to 150 loads of hay and straw, and brought on more than its equivalent in the shape of cake. His valuer's contention was that he had complied with the requirements, and no one could say he had not. He gave notice, and the claim was assessed for the unexhausted value of that cake brought on. His landlord not having given him notice, his valuer advised him that it was not desirable that he should let it be

known upon his estate that, because a man claimed under this Act, he should set up a counter-claim, and that if he dealt liberally with his tenants there was no probability of the claimant recovering anything. But, even supposing the landlord had given notice of breach of covenant, was there a gentleman in the room prepared to say that the landlord could claim under the Agricultural Holdings Act a single penny, seeing that under the agreement the man had brought on three hundredweight of cake, and had not, therefore, committed a breach of agreement, while, on the other hand, the Act of 1883 gave him the unexhausted value of that cake?

Another point occurred to him in connection with the agreement. Say there was a farm to be let, and a man came who was willing to take it, and asked the rent. Assume it to be a farm of 500 acres, for which the agent asked a rent of £500 a year. The applicant says, "What about the valuation?" The agent replies, "You must pay the valuation." The applicant asks, "Do you mean under the Agricultural Holdings Act?" The agent replies, "Certainly." The applicant responds, "But I do not know what such a valuation means. I will pay for the ordinary valuation as I understand it, for tillages, young seeds, &c., but I do not know anything about artificial food and improvements at 'their value to the incoming tenant, having regard to the inherent capabilities of the soil.' It may mean a bill for I know not what. You want a rent of £500 a year for the farm, which I am willing to pay. I am also willing to pay for the tillages and other things of the kind, but you must pay the remainder." If, as would probably be the case, the owner could not afford to keep the farm in hand, he would have no choice but to accept the offer. What would be the result? The landlord would have paid the outgoer, and the new tenant would at once proceed to create another tenant-

right valuation and, after holding the farm, perhaps, for two or three years, might put the owner back again into the same position as before. It was difficult, therefore, to make an agreement to meet such a case as this.

It was, he feared, hopeless to look for a state of things in this country which would keep the price of cereals at a point sufficiently remunerative to prevent questions of the kind arising, and there was all the more need, therefore, in these depressed times, for extra care in framing agreements for giving the landlords the protection to which they were entitled. He felt bound to say, however, that, so far as his clients were concerned, he had not altered one single agreement, and he intended to face the difficulties of the Act when they arose, and do his best to secure justice to all parties concerned.

Mr. J. H. Sabin (Professional Associate) said he should not have ventured to enter into the discussion if it had been confined entirely to Mr. Shaw's agreement. He had only to add two observations thereon; one, was as to whether it was not advisable to insert the time at which the rent was ordinarily payable, having regard to the rights of landlords in the matter of distress, and the other, whether, without contravening the Act, it would not be possible to require that the tenant should make a return of agisted stock.

But the discussion also turned on another Paper, which, unless he had misread it, suggested serious variations from the principle usually adopted in fixing the amount to be paid to the tenant for improvements. At page 76, Mr. Smyth, in referring to the usual method of repayment of outlay for improvements by the landlord, said—"This arrangement might therefore be satisfactory if he" (that is, the landlord) "were purchasing with his £200 an ordinary terminable annuity, that is to say, an investment of which

the annual produce is uniform throughout its duration; but, as regards drainage, the assumption of a uniform annual yield of £5 per cent. throughout the 31 years is fallacious. The reason of drainage being a terminable investment at all, is that the worth of the work itself diminishes by (speaking broadly) a uniform amount every year."

Applying these last words in practice, in the event of a tenant making an outlay of £100 and leaving at the end of the first year, he would be entitled to compensation, on the five years' principle, to a sum which represented four-fifths of his outlay, or £80; and if at the end of two years, he would be entitled to receive three-fifths—£60, and so on, down to the last year, when he would be entitled to receive only £20. Applying the same principle, if the *landlord* were to incur the outlay, he would be entitled to receive from the tenant in the first year one-fifth plus the interest on the whole, that is, £23, and in the second year one-fifth plus the interest on the remainder, and so on, down to the fifth year, when he would receive one-fifth plus the interest thereon for the year. Mr. Smyth had, however, proposed some startling variations in that method.

It would be seen, by adding up his figures for the respective years, that he suggested that a tenant should pay during the first year about five-fifteenths of the whole amount, namely, £33 6*s.* 8*d.* plus interest (the exact amount was £35·69, for principal and interest); in the second year, one-fifth less, and so on; the effect being that at the end of the second year the tenant would have paid £60 of the principal, and not £40, and at the end of the third year, £80 of the principal, and not £60. It would be impossible to get a tenant to accept this method of compensation if applied to his case, or a court to approve it as fair and reasonable; and how could it be right or reasonable for a landlord to seek to enforce it on his own behalf?

There were two common methods by which the amount of principal and interest could be recouped; one, by an equal annuity, the other by an equal diminution of the principal; the first being adopted by the Lands Improvement Companies, and the second by Queen Anne's Bounty, on loans to incumbents. A table he had in his hand showed the amounts of principal and interest on each yearly payment on an expenditure of £100, repayable in five years under the two methods:—

Year.	Equal Annual Amount, £21·84.			Equal Payments of Principal.		
		Principal.	Interest.	Amount to be paid.	Principal.	Interest.
	£	£	£	£	£	£
1st	21·84	18·84	3	23	20	3
2nd	21.84	19.4	2·44	22·4	20	2·4
3rd	21·84	19·98	1·86	21·8	20	1·8
4th	21·84	20·58	1·26	21·2	20	1·2
5th	21·84	21·20	·64	20·6	20	·6
	£109·20	£100·00	£9·20	£109·0	£100	£9

Applying the second method of repayments to a forty years' term, it would be found that the first year the payment would be £2·5 plus interest on the whole, viz., £3; and the last year, £2·5 plus interest thereon. The highest amount which the tenant could be expected to pay, therefore, was £5·5, and the lowest £2·575. For twenty-five years the respective amounts would be £7 and £4·12. Mr. Smyth suggested that on the forty years' principle the last payment should be £·18. It seemed a startling result to have arrived at—that the value of any improvement costing

£100, and placed on the forty years' term, should in the last year be worth, including principal and interest, only a little over 3*s*.

He was not clear whether under the Act it would be possible to reserve a variable amount. The expression in Clause 4 of the Act of 1883 was "an annual sum," but he ventured to suggest that it might be varied to the extent he had mentioned, but not to the extent laid down by Mr. Smyth. If he were wrong in his apprehension of what Mr. Smyth intended, the table he had read (though a very ordinary and simple one), and the remarks he had made, might not be without value in other directions.

Mr. H. Clark (Visitor) said that he had looked through Mr. Shaw's agreement, and it struck him that it might be cut down with considerable advantage. It was almost impossible to frame an agreement that would suit every locality, nor, so far as he could gather, had Mr. Shaw endeavoured to accomplish such a task.

The clause of the Act stipulating that the compensation should be the value to the incoming tenant, less the inherent capabilities of the soil, presented great difficulties to his mind; and he thought it a most unfortunate thing that such a clause should be allowed to appear in an Act of Parliament. All the more enlightened of the landowners had entered, he understood, into particular agreements to define their real position in relation to their tenants, for it was clear, if the land was to be farmed properly, and the tenant was to have security, it must be done by agreement.

Again, nothing could be more complicated than the procedure under the Act, so far as he could judge from the cases which had already taken place. He heard of a case recently in which neither the arbitrators nor the umpire

seemed to understand what they had to do, and so after adjourning for some refreshment they came back and settled the thing most amicably. The result of the proceedings was, however, not made public. He was sorry to see the other day a gentleman of considerable position in Cornwall, concerned in a case between himself and his tenant under the Act, taking a preliminary objection (although the tenant had considerably improved the property), that notice had not been given, and the objection was held to be good. Of this he was satisfied, that unless the farmer could obtain such terms as to enable him to invest his capital so as to get not only a living but more than a living, and such protection as would insure him against the loss of his improvements, he would cease to farm. He was happy to say that the largest landlords in this country were the most liberal, and it would be well if the powerful body of land-agents would induce some of the smaller owners to follow their example.

He was strongly in favour of liberal and well-considered agreements. If a tenant went to his bankers and said, "I have a certain amount of capital invested in the soil," the bankers would ask him, "What do you farm under, the Agricultural Holdings Act or an agreement?" If under the Act, the bankers would not advance him a single farthing; but if he could represent that he had invested a certain amount of capital in the land under an agreement entitling him to compensation at the termination of his tenancy, the bankers would probably make him an advance, to enable him to get through his difficulties.

He would like to see the agreement which a speaker had said he could draw on a sheet of note-paper. He had himself introduced an agreement in the West of England, which he brought before a committee of farmers,

and all he could say was, that after it had been before them three hours, every man had suggested something to put into it, declaring it would not work without it; and the result was that the agreement became complicated and nearly double its original length. The main feature of this agreement was that the tenant should have stability of tenure for twenty years, with the option of terminating the agreement by giving the landlord two years' notice; and there were many landlords who approved of that principle.

Mr. W. Fowler (Fellow) thought that whatever merit Mr. Shaw's agreement might possess, that of brevity could not certainly be claimed for it. It was, he thought, one of the very longest agreements he had ever seen; and this was, to his mind, a fatal objection, as, on that account alone, apart from all consideration of the fairness or otherwise of its provisions, very few tenants would be found willing to sign it. For his own part, he had not thought it necessary to make any change in the form of his agreements in consequence of the Act. He considered it impossible to lay down in writing any fixed scale of allowances which should be equally applicable in all cases, but he did not anticipate any difficulty in dealing with each individual case as it occurred. The Act really amounted to a contract of submission to arbitration, the valuers and umpire being the arbitrators thereby appointed.

As to all claims under the *first* and *second* parts of the Schedule, these were matters entirely between the outgoing tenant and the landlord, and did not affect the incoming tenant; and, as they required the previous consent of the landlord, would in every case be regulated by special agreement. As to claims under the *third part* of the Schedule,

they had to be settled between the valuers on each side or by the umpire, and in the majority of important cases doubtless by the latter, and he feared that in most cases the compensation, even under the *third part* of the Schedule, would have to be paid by the landlord, as, however desirous tenants might be to receive every possible consideration on quitting, very few would be found willing to pay one farthing more than they could help when entering upon a farm. Every land-agent knew that the first question nine tenants out of ten asked, when applying for a farm, was, "What is there to pay on entering?"

The valuers must judge what every such improvement claimed for was worth to the incoming tenant. This appeared to him to be in every case the original cost, less the proportion exhausted by the outgoing tenant; assuming always that the original outlay was a judicious one, and of this the valuers must judge. He believed that, in most cases, valuers would adopt the scale laid down in the Act of 1875, which, on the whole, was not unreasonable; and was, he thought, in the main adopted as the basis of the various scales recommended by different local agricultural societies.

The exception in the Act of "what is due to the inherent capabilities of the soil" was, in his opinion, mere surplusage, and might very well have been omitted. Indeed, he could not imagine any case in which it could have any meaning or application, unless in regard to the seeding-down of arable lands, which was a landlord's, and not an incoming tenant's, affair. Even in this case, it was difficult to see how a tenant could ever be entitled to receive more than the unexhausted part of his outlay; but, as this was one of those improvements which could not be claimed for unless the landlord's previous consent had been obtained, it might

be very well left to an arrangement made at the time to suit the peculiar circumstances of each case.

For these reasons he ventured to think that no change was necessary in the existing forms of agreement by reason of the Act of 1883.

Mr. Shaw, in reply, said he was much obliged to the Members for the vote of thanks passed to him for his Paper, and for the courtesy and consideration shown him on the last occasion when unable to attend owing to severe illness. He also felt indebted to the Members for the criticisms which they had been good enough to offer on his Paper. Although, as he anticipated, some of those criticisms were not entirely favourable, still, as he said at the outset, he invited discussion, considering it most important on this matter to learn the opinions of practical men looking at the subject from different points of view, which he thought would further the interests of the Institution, and carry out, as he understood it, one of the principal objects for which it existed.

A good deal had been said with reference to the length of the agreement, though his friend Mr. Martin had been good enough to say that it was not a very long one. So far as his experience of Lady-day tenancy agreements went, it was never his good fortune to find a shorter one than he had drawn, though he had found many considerably longer. It was not, however, the length of the agreement that he cared to speak about. What he wished to point out was, that the details of his agreement, with the exception of that part which applied to the Act of 1883, were settled in 1876 in consultation with large bodies of tenants—intelligent men who thoroughly understood the meaning and effect of agreements. It would therefore be taken for granted that

they would not have consented, as they did consent, to the agreement, had they thought it contained an excess of detail at that time. Mr. Clare Sewell Read had expressed the opinion that it was a very long agreement, and attributed a good deal of its length to what he denominated the absurd customs identified with Lady-day takes. Those customs, absurd or not, he believed existed in something like half the counties of England and Wales. There were very few Michaelmas tenancies in Derbyshire, his own county, and the agreement was drawn strictly in reference to Lady-day tenancies. He had expressly said in his Paper that he did not propose to discuss the advantages of Michaelmas tenancies, his experience in his own neighbourhood being that tenants much preferred Lady-day tenancies.

The same gentleman had also stated that he held some of his farms without any agreement whatever. That might be all very well in Norfolk, where the custom was understood; but in Derbyshire and other parts there was no general custom, and without an agreement it was impossible to come to a fair arrangement with a tenant on quitting. He would give an instance of an arrangement on a sheet of note-paper, to show the effects in a case within his own knowledge. The letter he held in his hand was written in 1866 by a very good landlord to a very good tenant with reference to the reletting of a farm. It was as follows:—

"Dear Sir,

"Where a tenant and landlord can so fully trust one another as you and I can, there is no need of any further agreement than that I offer you the farm, heretofore occupied by you, at £260 per annum from the 25th of March next, and that you give me a line to say that you like it, if you like it.

"Either party on wishing to quit to give half a year's notice. Fresh land not to be broken up except as I agree to it. The buildings to be kept in repair outside by me, inside by you. All levies on the land to be paid by you except the landlord's property-tax, and all disputed matters, if any arise, to be settled as customary in such cases.

"Rent to be paid, if you please, half-yearly, at the Bank, within a month after it becomes due.

"Trusting that you will do well and prosper,

"I remain, faithfully, &c., &c."

This arrangement went on satisfactorily until two years ago, when the tenant was dead, and his son's widow was in possession. The widow came to him (Mr. Shaw), and was very anxious to go on, and it was agreed that she should do so at a reduced rent; but after a time she came again and said she felt she was in difficulties, and asked what he would advise her to do. He said that if she took his advice she would give up the farm. She wrote him a letter a few days afterwards in which she said:—

"Under any circumstances I have decided to give up the farm. Many thanks to my landlord and to yourself for all your kindness."

These were the respective positions of landlord and tenant on entering and just before quitting. Then came the question, How was she to go off? She was advised by certain friends, and the question arose, How was the valuation to be made? He agreed that the valuation was to be made on the principle of full offgoing value, which he thought would meet their view, but he received another letter, which said:—

"In reference to your letter, as regards the produce and tenant-right on my farm, I beg to say, unless you

accept the proposition made, I shall decline to give up the farm."

This proposition was double the amount which his valuer recommended him to pay; he therefore wrote to say he could not accede to it; and the end of it was that she declined, unless paid that amount, in addition to a further compensation for giving up without notice.

They had no agreement, and the custom was very difficult to prove. The hay, straw, and manure were sold by auction. As to the hay and straw, all he could do would be to put what they called a penalty on it, but there was also a doubt as to the manure. Everyone would say that it was bad farming, but the end of it was that he was obliged to let them take their course; and they did so, and kept the farm on for another year, and sold off their produce and let off their land to graziers and others during the time the cattle disease was prevalent in the district. That was the result of a farm being occupied without an agreement. He could give many other experiences, but he felt it most important that there should be an agreement, notwithstanding Mr. Clare Sewell Read's experiences to the contrary.

He observed that Mr. Watney, in the remarks he made at the Meeting he was unable to attend, said that it was not advisable for the agreement to embody the Agricultural Holdings Act, and that he would advise agents to hold their hands. But estate business must go on, and what were they to do? He had agreements now which were drawn under the Act of 1875, and they were considered to be good liberal agreements as regarded compensation to tenants; but they were going on letting farms from day to day, and what position were they to be in? He held that it was most important that there should be a fair agreement embodying

proper conditions according to the custom of the country, and to give full effect—for that was what they wished to do —to the Agricultural Holdings Act of 1883. He had received a good many letters on the subject with which he would not trouble the Meeting, and other letters had appeared in various newspapers which showed that there was much interest evinced in the discussion.

With regard to the form of the agreement, Mr. Tuckett, he understood, advised that it should be settled by a lawyer. Mr. Ryde, too, had expressed similar views on the subject. In 1876 he drew out an agreement in form like the present, and submitted it to one of the most eminent counsel, and that was the form in which he settled it. Therefore, he had adopted the plan recommended by Mr. Ryde and Mr. Tuckett.

As to the form being unusual, it was not unusual to him, having been used for many years in his neighbourhood, and being pretty generally understood.

A good deal had been said by Mr. Biddell about six months' notice in case of death, and Mr. Clare Sewell Read made some observations to the same effect. All he could say was that on the estates to which this agreement applied, and other estates under the same landlord, he was happy to say there had not been a case, he believed, where a widow had been turned out of her farm—in fact, it was an understood thing on these estates that a farm might be looked on as something like hereditary occupation; therefore, no hardship was intended in inserting that clause. Whether it was desirable for a widow to carry on the large business of a farm was another question.

It was suggested by the tenants themselves that, when death occurred, there should be the opportunity of settling up matters in six months. In another county, on another

estate with a large number of tenants, they had the six months' notice only, which the tenants preferred. Therefore, he was quite prepared to alter that clause if it were desirable, or to strike it out, and let it rest on the Act. He thought it was rather to the advantage of landlords, when they had a good tenant, to have as long a notice as possible.

As to the first clause in the tenant's conditions—the payment of valuation on entering—he proposed to alter that. It was not intended to include improvements under Parts 1 and 2 of the First Schedule of the Agricultural Holdings Act, for those were landlord's matters, and should not be charged on the tenant. What he intended was that they should pay something like what they would pay if they remained under the Act of 1875.

As to the second clause, he could say a good deal about it, but he would not press for the retention of that clause in its present form. All he could say was that it was a clause introduced by the tenants themselves. They had had, unfortunately, in his district the cattle disease for a number of years. It was a grazing district, and everybody knew the effect of the cattle disease on dairy cows and other animals; therefore, he ventured to suggest for the tenants' own protection that the clause be inserted in the agreement.

As to Clause 3, the only restriction it contained was as to growing more than two white crops in succession. He would strike that restriction out if it were objected to, but, practically, it was not insisted on.

The 6th clause, as to farming as nearly as possible on the five-course system, might be altered to refer to any particular farm, supposing the five-course system did not apply. There were many other verbal alterations which he should certainly, after the discussion, be disposed to make,

and there was one addition which he should make, to the 6th clause. Mr. WATNEY had made a suggestion (for which he was much indebted to him) that there should be some provision that the amount of valuation due from the tenant to the landlord should be deducted from the amount due from the landlord to the tenant. He was aware, from his own experience, of the difficulty that might arise, and, therefore, should be prepared to make an alteration to that effect.

As to the allowance for hay and straw, this provision, again, was suggested by the tenants. In many cases he had inserted the words "a reasonable quantity," but this was a matter which must be regulated according to circumstances, and if any objection were raised he should not mind altering this clause also.

He now came to Clause 8, which was an important one as to the application of the Agricultural Holdings Act. A good deal had been said about it, and he quite expected that there would be a considerable difference of opinion respecting it. Mr. BIDDELL had said that no fixed scale would work well all round. Mr. WILLIS BUND said that the clause went no further than the Act. Mr. DRUCE was good enough to give a quotation from Mr. SHAW-LEFEVRE which he (Mr. SHAW) considered important; but there was the Act itself, and it was not so much a question of how the compensation should be calculated, as a question as to how the compensation should be introduced into an agreement. That was the point to be considered. Could they safely (Mr. DRUCE said they could) introduce a scale of compensation into an agreement, which should be substituted for the Act, according to cost? Mr. DRUCE, that night, seemed rather to come to his (Mr. SHAW'S) view when in discussing Mr. SMYTH'S Paper he said that there was nothing whatever in the Act to show

that the cost was to be taken into account, but it must be, as he (Mr. Shaw) had said throughout, the value to the incoming tenant. He felt, after the discussion, that, however anxious he might be, in drawing that Clause 8, to protect the landlord, and at the same time to give compensation to the tenant and effect to the Act, it would be useless for him to contend that he could support the clause in its entirety. Mr. Willis Bund said, "If you simply refer to the Act, you do no more than the Act gives you." He admitted it; but, on the face of the agreement, it was important to show that one was prepared to give full effect to the Act; therefore, he would let the clause stand in a very short form—that the tenant be allowed fair and reasonable compensation on quitting (striking out "according to the state of the farm," for he felt he could not support this) for improvements executed by him under and in conformity with the provisions of the Agricultural Holdings (England) Act, 1883.

Since he had the honour of reading his Paper, he had had to settle some agreements, one in the case an old friend and client of his who had paid great attention for many years, in Parliament and out of it, to the question of tenant-right, and he had inserted in his agreement these words—"At the termination of the tenancy, to pay the tenant fair and reasonable compensation for improvements executed by him under and in conformity with the Agricultural Holdings Act—the allowances for improvements made under Nos. 22 and 23 of the third part of the First Schedule of the said Act to be according to the following scale" then putting in the scale. He (Mr. Shaw) could not entirely accept this; but Mr. Druce would, no doubt, agree with it.

He still felt that he had a great deal of detail to go into, but to do so would be to trespass unduly on the patience of the Meeting, without interesting his hearers. He could not

alter his own views on the subject, and did not feel that it would be safe to introduce a scale of compensation into an agreement, because the agreement would not have to be dealt with next year or the following year only, but, perhaps, for many years to come, and some unforeseen difficulty might arise; but, if agreements were drawn to include everything that was necessary between landlord and tenant in the ordinary course of cultivation of a farm, leaving the Act to stand in its entirety, and leaving it to arbitrators to settle the compensation (although Mr. CLARK thought it might be better for the tenant to have something on which to go to his bankers), he thought it would be the safest plan to adopt. The adoption of a scale of allowances would not have the effect, he thought, that Mr. CLARK anticipated, and would not do much good to the tenant, for, if he had nothing more than his tenant-right to depend on in applying to his bankers for assistance he did not think it would do him much good.

There was one other point of importance, viz., the reference. Mr. WILLIS BUND said that he agreed with one reference, but he doubted very much how it could be carried out. Mr. DRUCE, he thought, said that he saw no difficulty. Mr. WATNEY considered that one valuation and one arbitration would be impracticable, and that the awards must be quite separate. Mr. TUCKETT also spoke on the point; also Mr. BROOKE LITTLE. He thought there was something in their remarks, but he still felt it was most important to have one mode of arbitration. He had himself had many misfortunes in reference to arbitrations. He was speaking of tenant-right valuations, and, as he had said in that room before, he had valuations unsettled for several years, and had one now which he could not, for the life of him, get settled, though it was strictly under the

former Agricultural Holdings Act. There was one thing which he could not think it fair and right to ask a tenant to do, viz., on ordinary valuation of his crops and so forth, to have to give notice of his claim exactly as he would have to do under the Act. It would be remembered he had introduced an exception to that effect in his agreement, that all differences should be settled "under the Agricultural Holdings Act, as well as under this agreement, by a reference, such reference in all respects to be as if the reference were under the said Act, except as to the notice of claim under the Act." As he had said, he thought it unreasonable that a tenant should be called on to give notice to the landlord upon ordinary valuations as between one tenant and another. He proposed to alter the third subsection of the same clause.

There should be two awards, one of which should specify acts and things, not improvements under the Act, and the other improvements under the Act. He felt strongly on this point. He hoped he might be right in his amendment of that clause. Having two awards would, he thought, overcome the difficulty suggested by Mr. Brooke Little. He was not a lawyer, but he supposed an award under the Act might be appealed against before a county-court judge, whereas the other, he imagined, could not be so appealed against.

He did not know that he could add much more beyond saying that the plan which should be adopted, and which he proposed to adopt, was to shorten his agreement as much as possible, though it would be very difficult to do so; but he proposed to have it settled in consultation, as heretofore, and to insert a short clause that it was intended to give full effect to the Act, and leave the matter of compensation to take its course. At present he had the Agricultural

Holdings Act of 1875, which was repealed, under which legal questions arose, and compensation was given for matters and things which were now to be paid for under the Act of 1883, the 57th section of which, he believed, said that everything that was within the Act must be claimed under the Act, but everything outside the Act might be claimed for in the ordinary way according to custom or agreement.

The only other remark he would like to make, was with reference to Mr. SMYTH's Paper. He agreed with everything he said as to scale, and recognised the care with which the Paper had been prepared. At the same time he doubted very much the practicability of putting it into effect. He was now arranging with tenants as to what should be done under the second part of the First Schedule of the Act; but it was quite impossible for him to suggest a compensation like that which was put forward by Mr. SMYTH, involving the paying of so large a sum the first year, and during the early part of the time, and diminishing to such a small amount as was mentioned by Mr. SABIN. But, at the same time, he felt much indebted to Mr. SMYTH for the trouble he had taken with his Paper, and, perhaps, when it was better understood it might be possible to take something from it which might be of use to them in making their arrangements.

He repeated that he felt extremely obliged to the Members for the manner in which his Paper and agreement had been received. He had brought it before the Institution from a strong sense of duty and with an honest feeling of anxiety that it should be fully and freely discussed, with the object of acting fairly between landlord and tenant. He hoped that this discussion might, at any rate, assist in removing some difficulties out of the way, and that they

might be, in the end, able to get an agreement which should be fair and just between landlord and tenant.

Mr. E. Smyth, in reply, said that, if he availed himself of the opportunity that was afforded him of defending his Paper, it was not that he failed to appreciate the favour of the consideration which had been given to it by those gentlemen who had raised objections.

At a time when there was such a general demand for a considerable reduction of rents, it had seemed to him to be opportune to point out, on the other hand, that the rents which landlords were commonly charging for their outlay in drainage were too low. Landlords and tenants just now were partners in misfortune; and he thought the fact that the former had to make such large remissions of rent, increased, if possible, the obligation Surveyors were under to see that their landlord-clients clearly knew what were to be the pecuniary results to themselves of any drainage which they might be asked or be disposed to make. He was, however, not altogether sorry to hear the expression of a belief that it was unlikely his table would be generally adopted. That was said of all novelties; and, indeed, if everybody were all at once to take to the table, he should be afraid lest its history might have a similar issue to that of the skating-rinks.

It had been intimated that his proposal was too elaborate. He could not have presumed to put before the Council of the Institution a novel table unless he accompanied it with a demonstration of its construction; and, considering the large variety of subjects which called for the attention of Surveyors, it was no disparagement to any Members of the Institution to suppose that all of them might not be equally apt at the appreciation of numerical truths. But where was the diffi-

culty of making a practical use of the table, and at any stage of an arrangement between landlord and tenant? Suppose that these were at the outset considering the terms which should be required for the letting of a farm. Having regard to the nature of the soil and the quality of the water, they would be able, if they chose, to agree upon a fair estimate of the probable duration of any underground drainage which the landlord might thereafter effect. If they came to the conclusion that so long a term as the thirty-five years of the example appended to the Paper was appropriate, they would then write down in their agreement that the first year's rent, after the execution of the drainage by the landlord, should be $7\frac{3}{4}$ per cent. on his outlay, and that this rent should in each successive year diminish by $\frac{1}{4}$ per cent. upon such outlay. Where was the intricacy? Or, supposing that then, or at some subsequent period, they had gone a step further and come to the conclusion that the £286 in the example should be the outlay by the landlord; then they would put in the agreement that the first year's rent should be £22 4*s.* 5*d.*, and that it should diminish every year by 12*s.* 7*d.* Where was the intricacy in that? Speaking with regard to the Solicitors whom they had the pleasure of having associated with them, they had all passed their Preliminary Examination, and therefore would, he expected, have a grasp of enough arithmetic to understand the arrangement, and they would be able to express it in due form. And if a Surveyor told him that it was past his comprehension and management, the only conclusion he should permit himself to arrive at was that the pressure of the Surveyor's engagements had prevented his giving any real attention to the matter. He could not see, therefore, why his proposal for diminishing drainage-rents should lead landlords to leave the drainage to their tenants; but he had

pointed out that this was just what might be expected as a consequence of the Act itself.

As regards the compensation to a tenant when he did the drainage, he had adhered to the principle of a uniform annual allowance for decay, which was adopted by local chambers of agriculture. And, similarly, as regards landlords' compensation, the plan he had urged was that the rents should, from the decaying nature of underground drainage, be diminishing in amount. The table simply professed to show what, according to the generally-recognised principle of drainage deterioration, must be the diminishing rents receivable by the landlord, if it were intended he should obtain the 3 per cent. interest which the Act recognised as his due; and herein the table showed that the Act prevented the fulfilment of its own professed allowance to the landlord. He would add that the plan of diminishing rents was secured whether they adopted for the rents those two percentages which appeared in the table, against such period of duration as might be agreed on; or whether, secondly, on account of certain drainage being signally beneficial, they chose to heighten both of those percentages, as he had said, by, perhaps, one-fifth or one-half; or whether, thirdly, they chose, on the other hand, to lower both of those percentages in a similar fashion, in any such cases as were alluded to at the commencement of the Paper, where the landlord, for special reasons, might be willing that the tenant should hold on very easy terms. Only, he supposed it would hardly be questioned that, if the landlord made an outlay in drainage which did not of itself return an equivalent for about the current value of money, he was doing as little good for the wealth of the State as for his own.

He understood that Mr. Shaw considered the commencing

drainage-rents of the table itself to be higher than they could ask a tenant to pay. Now, the only portion of the table which the Paper connected with underground pipe-drainage was that from 25 to 40 years; and in this portion the highest, or first year's, rent ranged from 10 per cent. down to 7 per cent. All present would have their own ideas as to the benefit of drainage, but he supposed that no investment produced more widely different results than the drainage of land. In their own "Transactions," Vol. XV., pp. 410-11, Mr. Rex had spoken of large areas of land which, by an outlay of £6 per acre, could be made worth 15*s.* per acre more; well, that was 13 per cent. upon the outlay. He then went on to say that arable land which much required draining "would generally repay for the outlay in "from three to seven years;" but that was much more than 13 per cent. And, once more, "he had known the whole cost "repaid in the first crop;" why that was 100 per cent.; and Mr. Fowler (Vol. XIV., p. 102) had made a similar statement. Here, therefore, was a range of from 13 to 100 per cent.; and, if he had not arrived at a time of life when the mind loses all susceptibility to the emotion of surprise, he should have been astonished to hear any one say that, in cases generally, 10 per cent. to 7 per cent. for only the commencing rent was too high, and he should rather have expected to hear that in frequent cases it was ridiculously low.

It appeared to him that Mr. Sabin was applying to the case of drainage that mode of calculation which was pointed out in a paragraph at pp. 76-7 of the Paper as applicable to "certain other improvements of the soil;" for, when composing that paragraph, he (Mr. Smyth), using 3 per cent. interest, had produced, from the assumption of an outlay of £100, lasting 5 years, Mr. Sabin's £23, £22·4,

£21·8, &c., and the figures would accordingly be seen to have been already entered in red ink in the margin of such paragraph in his own printed copy of the Paper, which he handed up for inspection by THE PRESIDENT. But he went on in his next paragraph to argue (as he had thought very distinctly) that they could not apply to a landlord's outlay in drainage, which was of a decaying nature, such rents as would have been applicable to his outlay if of a kind which was temporary merely through the transfer of its value from the soil to the produce of the soil. To pursue this matter, he should have to read again to the Meeting a considerable portion of his Paper; and, notwithstanding the complimentary remarks which had been made respecting it, this would be too heavy a trial. Undoubtedly his scale of rents could not be charged by a landlord draining under a tenant's notice; but that was just one of his objections to the section. Those rents might, however, be charged under the voluntary agreements (independent of notice), which, happily, it was still open to landlord and tenant to make.

There was one part of Mr. SHAW's Paper which he would refer to, as it touched upon drainage; although the point was so trivial that he must almost ask Mr. SHAW's pardon for mentioning it. Tenant's drainage was referred to in Condition 8 (p. 51), which said, in the first subsection, that if other compensation shall not have been substituted, "fair and reasonable compensation as the value of the improvement to an incoming tenant shall be paid or allowed "under the said Act." The point he wished to mention was that the words "fair and reasonable" were here Mr. SHAW's. They did not occur in the Act, except in the single case in which the Act controls specific agreements for tenant's compensation, namely, an agreement entered into since the Act, and having regard to improvements in the third part of the

Schedule; and he supposed it was pretty generally considered that if such agreement were the scale of the local society, it would stand a good chance of being adjudged to be "fair and reasonable." As regarded tenant's compensation when payable under the Act, he had followed the opinion that the maximum basis was the amount of the tenant's outlay, and for the reasons shown by four Fellows of the Institution in remarks which he had merely indicated (p. 89), for it seemed needless to reprint them, and injurious to attempt to condense them. He expected the courteous protest which Mr. Druce had made against his concurrence in that view, but he would respectfully ask him to consider those remarks. They had carried conviction to his own mind, but he did not argue the point himself; it was one of those which would no doubt have to be legally decided, for the present Act seemed safe from a singular opprobrium which had been hurled at the Act of 1875, namely, that it had not given rise to a solitary case for the Law Reports. But as regarded the duration of the tenant's outlay, it would seem that the valuer must form, or at least must state his opinion independently of the quotation of any Society's scale.

It was gratifying to him that his calculations appeared to satisfy Mr. Ryde, whose authorship in mathematics was so extensive; and, with respect to whatever of value there might be in the Paper, it would have been difficult of production except for the facilities afforded by the Institution.

The President said that he was personally glad to be relieved, by the lateness of the hour, from attempting to sum up the discussion on the Papers of Mr. Smyth and Mr. Shaw.

Although he had not emulated the courage of the latter by placing an agreement on the dissecting-table of the Institution, he now produced a print of that adopted

by his firm since the passing of the Act, for Michaelmas entries.

It was based on the assumption, which, he thought, had been confirmed by the discussion, that the time had not yet arrived for settling an agreement in strict conformity with the technical provisions of the Act; but it recognised in special words the rights of the outgoing tenant under that Act, and provided for them in effect, by a liberal schedule of allowances. Such an agreement, accepted in perfect good faith by the landlord and tenant as "fair and reasonable," although it might not be technically unimpeachable, would, in his opinion, have practical effect given to it by any tribunal before which it might be brought. Indeed, if time had permitted, he would have adduced reasons which led him to regard the difference between the Acts of 1875 and 1883 as more apparent than real, so far as the principles of compensation prescribed by each are concerned.

The Meeting then adjourned.

Paper 127
No. 216

THE ENFRANCHISEMENT OF URBAN LEASES.

By R. W. MANN (Fellow).

At the Ordinary General Meeting of The Surveyors' Institution, *Monday, January 12th*, 1885.

THE PRESIDENT (MR. T. SMITH WOOLLEY) IN THE CHAIR.

The object which I have proposed to myself, in writing this Paper, is to set out, to the best of my ability, the arguments commonly urged in discussing this question; to examine these arguments with fairness, confining myself as closely as possible to practical considerations, and finally to suggest a means by which, in my opinion, enfranchisement may be gradually brought about without having recourse to compulsory legislation.

As the Members of this Institution are aware, the question of the Enfranchisement of Urban Leases has already occupied, and is likely to again engage, the attention of Parliament. The Members are also aware, as practical men, that legislative interference with the historic rights of freeholders bristles with difficulties; and it may therefore be desirable, having regard to some disadvantages of the present system of leasehold tenure, and to the existence of considerable public feeling on the subject (more especially among the class of tenement occupiers), to endeavour to discover some method of meeting the evils of the present system less objectionable than a measure of compulsory enfranchisement. I am of opinion that an alternative, quite as certain as compulsory enfranchisement if less rapid in its operation, might be found in some modification in the existing custom in

creating leasehold tenures—a modification which Surveyors, aided by members of the kindred professions, would, no doubt, be able, in course of time, to bring about without any disturbance of existing relations, and without interference with that principle of freedom of contract which we all so highly and so justly prize.

But, before entering upon this branch of my subject, I propose to prepare the ground for discussion by briefly examining—

(1) The disadvantages of the existing system of urban leasehold tenure;

(2) The alternative measures and remedies that have been suggested;

(3) The probable operation and results of these suggested remedies.

The Disadvantages of the Existing System.

These disadvantages are somewhat stale as a subject of remark, and it would be tedious to enumerate them in detail; but a comprehensive *résumé* of them is contained in an article entitled "The Pernicious Influence of Leasehold Tenure," in the *Quarterly Review* of April 1872. The writer states that "leasehold tenure, with its gambling "speculation, expensive and often fraudulent building "agreements, its heavy law costs, complicated mortgages, "re-leases, re-mortgages, and second charges, its doubtful "titles and dreary waste of title-deeds, the risks of forfeiture, "and the shortening term, forbids prudent men of business "to erect substantial well-built houses. There can con-"sequently be no hope that working men or their employers "will be well and comfortably housed until this insecurity "of tenure is removed. The enfranchisement of leaseholds "and their absolute prevention would do more than any-"thing whatever to improve the dwellings of the whole

" community. The architectural, social, and political effect " of such enfranchisement would be immense. Nothing " has so much tended to demoralise our urban population as " their severance from all local and territorial interest in " the towns in which they dwell. This is the real cause of " the dilapidation and habitual squalor of the dwellings of " the poor. The greater part of the house property of " London and our large towns belongs to no one in " particular. The whole metropolis is, in fact, under a " curse of law, which has in our great towns destroyed " domestic building as an art. Its decadence can be " historically traced in proportion to the extension of " leasehold tenure. It is a remarkable instance of the " 'Chinese' endurance of Englishmen, that the people of " London have not unanimously struck against this evil " tenure. They have so small an interest in the houses, " that they might, with proper independence and modera- " tion, urge the cessation, by legislative means if necessary, " of a custom which although injurious to all, is more " particularly so to those large classes that are now the " objects of chief national and social care." The article goes on to say that, " leaseholds, like copyholds, should, at " least in urban districts, be enfranchised; the freeholder " receiving the full value of his property in fee"; but this latter proposition is one which it is rather premature to discuss now, and will be dealt with later on.

That the substitution of temporary buildings constructed with shoddy materials for good honest erections of brick and mortar is attributable to the restricted character of the leaseholders' interest is the truth, though not the whole truth. It is sometimes due to the fact that the public want the greatest temporary accommodation for the least immediate outlay, or that the speculating builder wants an immediate profit.

That opportunities for speculation are created by the

market of unexpired terms, and still more so by the market of uncovered suburban land, is true, but no truer than the fact that every sphere for enterprise and every species of property is *ipso facto* a field for speculation.

That "complicated mortgages," "heavy law costs," "dreary waste of title-deeds," and doubtful titles are incidents of leasehold tenure, is painfully evident to everybody concerned with such business, and who is not a lawyer, but not more painfully evident than are the law costs of all dealings in realty of whatever tenure, and every description of encumbered property.

Nevertheless, it is quite undeniable that the limited interests in the premises, of the builder and his vendees, or assignees and sublessees, and the prospective surrender of those interests to the ground-landlord are the real causes of the staring evils of jerry-building, not only in the suburbs of the metropolis, but in most large towns of England where the custom exists.

The system of leasehold tenure is of comparatively modern growth, but its origin is not easy to determine.

In remote periods of our history, when houses were built of wood and clay, long leases were unknown; and it was not till it became the custom to erect more valuable houses that the leasehold system came into existence. It is a maxim of English law that the ownership of the soil carries with it the ownership of everything upon it; and he who builds a dwelling upon another man's land so substantially that it will in all probability last for many years, requires to be protected in his ownership by a lease of an equal number of years, and the longer a house will last the longer the lease that will be required.

The supporters of the enfranchisement movement maintain that the longer the lease that is granted the greater the protection to the lessee in putting up houses calculated

to stand the test of time; and if the land on which they are situated be conveyed to him for ever—in other words, if a grant of the fee-simple supersedes the grant of a mere ground lease,—it would be an encouragement to the erection of substantial well-built durable dwellings.

Without at all endorsing his views, I may quote at this point a speech by Mr. Broadhurst in the House of Commons, on March 20th, 1884, in which he states that "the "existing system has degraded, if not ruined, the art of house-"building throughout the country"; which is, no doubt, a popular platform doctrine.

Another cause which doubtless contributed materially to the spread of the system in bygone years was that, by reserving the fee-simple, the freeholder retained certain privileges, not the least of which was the power of electing knights of the shire, a matter of no special value in these days of extended franchise, though it may be questioned whether there would not be some advantage, on broad national grounds, of largely multiplying the number of small freeholders. However, this is neither the time nor the place to expatiate upon this point.

I might, if time permitted, refer to the custom of perpetual rent-charges in Ireland, and to the feu system in Scotland; in which country it is apparent that the perpetuity of the term encourages buildings of a more durable character than are, as a rule, met with in England.

There are many varieties of leasehold tenure in England, *e.g.*, leases for lives, leases for joint lives, and leases renewable on fines, certain or arbitrary, as in City leases. Again, there are leases governed by peculiar local customs, *e.g.*, at Torquay or the Isle of Wight. There are also Curzon leases for 999 years; but by far the most common, and, in fact, the usual lease, is that for 99 years, as on the Bedford or Grosvenor estates; and it is this 99 years' lease,

which is the standard instance of leasehold tenure, to which I propose to refer.

Now, of all the disadvantages of leasehold tenure none could be worse, if true, than that described with so much force by HENRY GEORGE in "Progress and Poverty." His book has, very properly, been condemned for its irrational and revolutionary suggestions for the spoliation of land-owners; but it would be wilful blindness in professional men to ignore the evils which have supplied him with weapons for attack.

Under the present system, upon the reversion of a lease of a house or shop, the lessee gets no compensation for his improvements. He gets all he bargained for, but, apart from any bargain to the contrary, forfeits his outlay upon the property; nay, more, if the lessee wishes for a renewal of his lease, he has to pay not only a higher rent because of improvements and additions made at his own cost, but something considerable on account of his goodwill. The very person whose industry and care have increased its value is said to be taxed with an additional rent and fined for his trouble. In many cases as in Bond Street, Regent Street, Oxford Street, and other streets where particular businesses have been for years identified with a particular site, and where centrality of connection is, as in the case of an hotel, a great factor in the value, the tenant has to pay an enormous premium to renew the lease and sometimes even a large sum to rebuild the premises on a more pretentious scale; and, last of all, a considerably-increased rental, for the reason that the landlord or his agent knows that the particular site is nearly indispensable to the particular tenant, and that he must give whatever is asked.

It is not always at the door of the large urban freeholder himself that blame is to be laid: he may know little or nothing about each renewal—in fact, the terms are generally

arranged by his agents, whose duty it is to do the best they can for their principal.

This matter of tenant's improvements, however, is a separate question, and could be very properly remedied by prearrangement between landlord and tenant on the original grant of the lease; but the present custom seems unduly harsh upon the tenant who has sometimes succeeded to the goodwill of a business carried on for generations, and dependent entirely on the site.

Leaving the West-end for the East, the most pernicious features of leasehold tenure are to be seen at a glance. Miserable, ill-drained, ill-ventilated, ill-constructed tenements meet the eye on every side; the ill-drainage, ill-ventilation, and ill-construction being, of course, partly due to the poverty of the tenants, but more still to the limited leasehold interests of the lessees and proprietors, who have no sufficient vested interests therein to encourage them to rebuild, improve, or even keep the premises in proper repair; for there are many ways of evading covenants to repair. Many will say if for the sake of the general welfare the interests of the freeholder are to yield to anybody, it should be to the holder of the underlease, who is the actual occupier, and most largely interested, rather than to a speculator or the assignee of a speculator, who buys for profit only. But this is, after all, a mere matter of detail; the theme of the agitators is that a power of enfranchisement should exist in the lessee, for it would soon find its way into the hands of his sublessee or assignee.

Recent agitation about the sanitary condition of the dwelling-houses of the poorer classes make it superfluous to say more upon this subject. This question was so ably discussed in Mr. Chatfeild Clarke's Paper quite recently that further remark is needless.

The Alternative Measures and Remedies Suggested.

These are—

First.—The Nationalisation Scheme, the most simple but least scientific remedy propounded. It claims that all land, and therefore all ground leases, should vest in the State, without compensation to the landowners, and that the State would prove a prudential rather than an extortionate and grasping ground landlord.

Secondly.—The Universal Enfranchisement Scheme—the suggestion next in order of boldness of innovation, and second only to the former in its rudeness of conception. It proposes that all leasehold tenure, with a certain term unexpired, should be immediately abolished, and all leaseholders converted by a stroke of the pen into freeholders, giving an assessed but infinitesimal compensation to ground landlords, and forbidding for the future the creation of leaseholds.

Thirdly.—The more scientific but uncompromising proposal of Mr. Broadhurst, which amounts in general terms to this, that a limited number of years be taken, *e.g.*, twenty-one, and that all leases with an unexpired term shorter than that limit remain in force, owing to the proximate interest of the ground landlord in the reversion; but that all leases other than those having an unexpired term exceeding that limit be compulsorily convertible into freeholds at the option of the lessee, upon his paying to the ground landlord an amount of compensation to be determined by agreement or by a statutory tribunal, viz., the county-court judge.

Fourthly.—What I may call the Permissive Enfranchisement Scheme, a less extravagant and more feasible proposition made by certain freeholders themselves, viz.,

that there be no compulsion exercised, and no interference with existing leases, but that, with regard to fresh leases and to leases renewed hereafter, it should be the custom for the parties thereto to insert in their agreement clauses to the effect that the lessee might purchase the freehold at a certain number of years' purchase, that number varying, of course, with the character of the property and according to the unexpired length of his term at the date of the said purchase. Further, that if the respective number of years' purchase, at which the lessee might buy the freehold at successive periods of his unexpired term, be not set out in the said agreement, that they should be decided by reference to an arbitrator or umpire, or sheriff and sheriff's jury, as in cases of compulsory purchase under the Lands Clauses Consolidation Acts, and that the principle of the 10 per cent. bonus should be held by law to apply to enfranchisement, when asked for by tenant, in the absence of agreement to the contrary, as in cases under the Lands Clauses Consolidation Acts. That the freeholder and his lessee should have power, by express agreement, to exclude any such power of enfranchisement from their contract, but that, in the absence of agreement to the contrary, the law should import into the agreement an implied power for the lessee to effect such purpose, either by making terms with the freeholder by consent or by reference to arbitration, as the case might be.

The above four heads are of course capable of modification and subdivision, but they broadly comprise the different remedies hitherto propounded.

The Probable Operation and Results of the Suggested Remedies.

As an Institution composed of practical men, who do not profess to concern themselves with Utopian projects, we may dismiss the Nationalisation movement as hair-

brained, revolutionary, and impracticable, at any rate in Great Britain, and in this generation.

The Universal Enfranchisement Scheme is, *prima facie*, open to objections of a similar common-sense character. It has the effrontery to contemplate the confiscation of the private rights of freeholders to a mass of leaseholders who deliberately contracted themselves out of such rights. Nay, it goes farther, it puts an absolute veto upon freedom of contract in matters which have always been the subject of reciprocal agreement.

The law has, it is true, interfered with freedom of contract for the protection of minors, persons of unsound mind, and "sailors"; but a lease is a perfectly fair and open contract between one intelligent man and another, and there is no occasion to intermeddle with it on the alleged ground of the extortion of the freeholder.

The principle of compulsory enfranchisement is by no means unknown in our jurisprudence, witness the Copyhold Enfranchisement Act; but the compulsion of the latter does not even approximate to the sweeping and uncompromising character of a scheme for the universal enfranchisement of urban leases. And it may be confidently asserted that the proposition is so subversive of the respective laws of property as to be almost unconstitutional.

The entire principle of compulsory enfranchisement is vicious and impracticable. It would simply paralyse the building trade. The prevalence of the leasehold system is greatly due to the fact that speculative builders have not sufficient capital to buy land straight away; even had they the desire to purchase the freehold, simple impecuniosity would of itself prevent them—they want all their capital to commence their speculation.

Accordingly, if the State absolutely forbade building leases for ninty-nine years, infinite subterfuges would be

resorted to in order to effect the same result. For instance, there would be mortgages for ninety-nine years with power to the freeholder to foreclose at the end thereof, unless paid an enormous sum for fictitious interest.

Moreover, violent compulsory measures always run the risk of desperate attempts to evade them; and even the mildly compulsory character of the Agricultural Holdings Acts has met with considerable hostility from various parts of the country.

We may, therefore, pronounce this Universal Enfranchisement Scheme as altogether too desperate a remedy.

Mr. Broadhurst's scheme is less startling in its extravagance, but, nevertheless, strongly resembles the Universal Enfranchisement Scheme in its compulsory destruction of the rights of the freeholder—rights which it must be remembered the freeholder expressly reserved, and which constituted a not unimportant part of the consideration for the original ground lease, without which the leaseholder would perhaps never have acquired any interest in the property at all. Mr. Broadhurst's Bill justifies the leaseholder in imitating the camel, which, having been allowed to insert its nose through the aperture of the tent, very soon ejected the owner, and took possession altogether.

It is almost needless in this assembly to refer to the argument of the Attorney-General, in the discussion on Mr. Broadhurst's Bill, that a shop might be made in Belgrave Square. This is a conjectural objection; it is quite as much on the cards that shops in Regent Street might be turned into private houses. St. James's Square is owned by individual freeholders and yet contains no shops, and is going up in value; whereas leasehold squares must of necessity decrease in value when 60 years only remain unexpired, for trustees cannot then invest in them. A more real objection to Mr. Broadhurst's scheme is the fact that it refers the

assessment of compensation to that very unsatisfactory tribunal, the county-court. Imagine referring the compensation for the enfranchisement of properties in the hands of the Duke of Westminster worth hundreds of thousands of pounds, to a county-court judge, who would have little or no knowledge of surveying, and no specific acquaintance with the present, future, and reversionary values of different classes of property in various localities.

No rough-and-ready-law tribunal can be satisfactory; and this is itself an argument in favour of the adoption of the fourth scheme, the Voluntary, or Permissive Enfranchisement Scheme, which leaves the matter entirely in the hands of the parties interested; at the same time offering an inducement to them to provide for enfranchisement by creating a custom and imposing terms in the absence of consensual provision to the contrary. Custom not statute should effect the desired result.

Already certain large landowners have adopted such a system, and have inserted in their leases clauses to the effect that at specified periods the lease may be enfranchised at a certain number of years' purchase. Other freeholders have commenced to sell their ground-rents at various numbers of years' purchase. The Commissioners of the Exhibition of 1851 also have offered their freeholds to certain clients of the author of this Paper, but demanded, in his opinion, terms too high to close with.

If those who protest against the evils of the leasehold system, and who at the same time protest against any violation of existing rights, would adopt this suggestion of voluntary enfranchisement, and assist in promoting the formation of a custom, a wholesome remedy would be found close at hand, requiring little or no alteration of the law, and which, as a spontaneous system, would give far greater

general satisfaction than any State-manufactured tight waistcoat for the diversified and elastic contracts of a business-minded community.

It is imperative upon every man who has dealings in leasehold property, and who sees the evils of the system, to lend his aid towards the creation of a remedial custom, by advocating the insertion, in fresh leases and in renewal leases, of a clause providing for enfranchisement either upon fair terms specially arranged or upon a general principle of ten per cent. bonus for enfranchisement when demanded.

If the principal urban freeholders would voluntarily adopt the above plan, and make it a common form in their future agreements, a little pressure from professional men here and there might lead the smaller urban freeholders to follow their example.

It has been frequently pointed out that legislation in advance of the age is tolerably sure to be abortive; and it is pretty certain that, without a general assent on the part of the landed community to enfranchisement, any statutory provision for enforcing it would be certain to work badly, and would, in all probability, have to be practically repealed in a later Session by an Act professing to amend it.

If, on the other hand, landed proprietors, as a class, could be induced to look favourably on the movement, a voluntary system of enfranchisement might be brought about, and there would under such circumstances be no grumbling by discontented lessees, because every contracting party would have himself, and not the law, to blame in the matter.

The extent to which solicitors and counsel could assist in promoting a movement of the kind is obvious; and those who believe in a permissive, and disbelieve in a compulsory, system of enfranchisement might endeavour to prevail upon their friends to try the experiment of suggesting such clauses

to their clients, and promoting the quiet and gradual working of an unobtrusive remedy without excitement or agitation.

Each owner will, in allowing the insertion of such clauses, be influenced by certain considerations, of which some will, we trust, be the public good, and not private interest.

An important public consideration which should not be hastily overlooked, is the sphere which freehold ground-rents present to trustees for investment. The sense of absolute security and the tangibility which attaches to freehold ground-rents has naturally a great attraction for all persons whose primary duty it is to secure the future interests of a *cestui-que*-trust, and who are only secondarily interested in the prospective increase in the value of their investment.

It is argued that the enfranchisement of leaseholds means the abolition of ground-rents, and would put trustees, all over the country, to the trouble of seeking fresh investments, and that, as a consequence, there would be such a rush for Consols that they would be higher than ever. This assumes that the power to enfranchise, if granted, would be universally exercised—an assumption not borne out by the analogous case of copyholds, which, contrary to prophecy, have not been universally enfranchised under the statutory provisions for that object.

In fact, the mere existence of a power in the lessee to enfranchise on fair terms would, probably, be a no greater terror to trustees than the fact that some guaranteed stocks are liable to be paid off at par.

This latter incident has not grievously affected investments in such stocks by trustees, even though they often buy them at a premium.

It is not likely therefore to be the case that there would be a revolution in investments if permissive enfranchisement

were the rule; though, of course, if compulsion on hard terms were the law, the consequence as to the value of freehold ground-rents would be serious. But a larger distribution of trust-money over a variety of securities would do no harm. There are various other legitimate spheres for investment open to trustees, and some think it would be to the interest of agriculture, traffic, and public enterprise, if they became more frequent channels of investment.

But even supposing that, by the lessee taking advantage of a clause providing for enfranchisement upon the ten per cent. bonus principle, a trustee had to seek a new employment for money which had been converted out of enfranchised ground-rents, the trustee would have ten per cent. more money to invest for the *cestui-que*-trust; and, if actuated by strict fidelity to his trusteeship, ought not to grudge the trouble and time involved in the operation, if thereby those whose interests he is guarding gain ten per cent. on their whole capital. In fact, in the bulk of cases, it would be the solicitor to the trust estate who would have the trouble; and he would welcome such remunerative labour as reinvesting the whole of a trust fund that was to be twice converted; for he would get his costs out of each conversion.

The argument, therefore, founded on a prospective dearth of investments for trustees appears on inquiry to be groundless.

A more practical objection is the decrease in value of ground-rents in a large collection, when that collection is likely to be broken up by isolated enfranchisements of individual leases.

Every one can see the benefit of restrictive covenants (as to trades, &c.) being inserted in each lease of a number of adjoining houses, or of a square of houses; and it is obvious that the violation of the general rule in particular

instances would lower the better-class character of such properties.

Now, as above remarked, objection has been made to leasehold enfranchisement, on the ground that in such cases these restrictive covenants would be cancelled, and shops might be opened in the most fashionable quarters of London, to the annoyance of other holders.

But is this, as a matter of fact, likely to happen? Of course it would be possible to provide in the deed of enfranchisement for the perpetuation of these covenants; but, apart from this, would it be worth the while of the owner of a first-class fashionable residential property to degrade it by turning it into a tavern or a shop? Further, what owner is going to expend considerable sums to convert a mansion into business premises, before the particular group of properties has, by the receding tide of fashion, lost its special and better value for residential purposes? And when that change comes about, and the property goes down from other causes, there can be no great public harm in converting property to such uses as the course of circumstance dictates, and as superior demand requires.

The restrictive covenants of the leasehold system, doubtless, have their advantages, and it is not the purpose of this Paper to underrate their collective value. They are valuable, it is alleged, in checking the exercise of spite by a vexatious neighbour, who might turn his palatial property into, say, a rag-and-bone shop to annoy the next-door duke. Granted. But for one odd and eccentric person who would squander his fortune in venting his spite, and especially in such an unsatisfactory and inefficient way, there are thousands of persons who would not, and who, if they owned the freehold would spend a great deal more upon it in improvements of a permanent character, and enjoy the contemplation of a property of theirs continuing permanently in the family.

There would attach to each property as freehold a deeper and more enduring sense of home, a sentiment often weakened by the consciousness of a daily expiring possession, however distant the final expiration may be.

How, may I ask, does it come about that in the cottager and squire alike there is a certain family pride connected with the family dwelling, a feeling which has no counterpart in the free-and-easy, move-at-any-day sentiment of the artisan or townsman? Is it unreasonable to assume that it is in some measure due to the difference in tenure under which country and town residences are held?

Surely this is an argument in favour of enfranchisement.

Another reason is that, at the present moment, large districts of fashionable London—in particular, nearly the whole of Belgravia—is leasehold with less than sixty years unexpired. The consequence is that the houses have much decreased in value since they were sixty-one or sixty-two years unexpired,—far more than a diminution of one or two years in the term would ordinarily account for—the reason being, as previously remarked, that trustees cannot buy them, houses of that character being very frequently purchased with trust-money.

Had there been in the original lease a clause providing for enfranchisement on terms stated, or by agreement, or reference, the trustee could overcome the obstacle to short leasehold investment by exercising the power of enfranchisement; and houses, particularly West-end mansions, held under a lease with a power to enfranchise, would thereby increase in marketable value, competition for them being keener.

Hitherto, for the sake of simplicity, I have considered the advisability of putting voluntary powers of enfranchisement only in fresh leases or in renewed leases; but, if

the principle be admitted at all there is no reason for excluding the freeholders of existing leases from participation in the movement, or from contributing to the remedy, assuming it to be a remedy.

Though, of course, leaseholders cannot compel freeholders, yet freeholders have it in their power if they like (and this without infringing any law), to allow leaseholders to enfranchise upon the payment of a certain number of years' purchase.

For example, within the last few months Mr. Heneage, the member for Grimsby, has issued a notice to all his leaseholders (the bulk of whom have held for four years only) to the effect that any one of them may enfranchise his lease on the payment of twenty-five years' purchase. Other instances prove that the idea is not quixotic, and it is to be hoped that before long many large urban freeholders may follow this initiative.

On the whole, therefore, there appear to be many objections to a compulsory measure, and strong arguments against any interference with freedom of contract, while, on the other hand, there appear to be few real objections to, and many reasons in favour of, voluntary enfranchisement, not the least of which would be the keeping in better repair of the miserable and squalid dwelling-houses of the poorer classes, to say nothing of the improvement which would result in middle-class leasehold residences, the unsubstantial character and degraded art of which is only too well known to Members of this Institution.

Paper 128
No. 217

PAPER ON

RECENT PROPOSALS FOR LEASEHOLD ENFRANCHISEMENT.

By HOWARD MARTIN (Fellow).

Read at the Ordinary General Meeting of the The Surveyors' Institution, *Monday, January 26th*, 1885.

MR. E. P. SQUAREY (VICE-PRESIDENT) IN THE CHAIR.

Much attention has recently been attracted to the fact that a large number of houses in London will become, at the expiration, in the next 20 or 30 years, of the building leases on which their sites were originally taken, the entire property of freeholders, whose apparent interest has hitherto been practically limited to the receipt of annual ground-rents; in consequence of which whole districts will come into the sole ownership of a few landlords, to the vast increase of their already great wealth, and probably also to the inconvenience of some of the leaseholders and occupiers.

It is not to be wondered at that such a change on so large a scale, should produce a strong effect on the public imagination, nor even perhaps that it should appear at first sight to be an injustice which ought to be prevented; and as moreover it has been represented that the improvement of the unsatisfactory housing of the London poor is hindered by the present leasehold tenure, a good deal of generous philanthropic feeling has been enlisted in an attempt to abolish terminating building leases altogether.

Probably all who are practically acquainted with the subject, whatever view they may take of it, will agree as

to the desirability on account of the importance of the principles and issues involved, of its being discussed in a spirit of impartial business-like inquiry and in the light of a full knowledge of the facts. There is no Society or Institution which is more clearly called upon, or better qualified by the practical knowledge and experience of its Members, to assist the public in thus considering this question than our own, and in preparing a Paper which I hope will serve a useful purpose by giving occasion for the expression of the opinions of those amongst us to whom we all look up as authorities on such subjects, I have therefore endeavoured so to state the facts of the case as to make them clear to any one seeking information without much previous acquaintance with them.

I have been unable to obtain any very definite or accurate information as to the origin of the custom of granting leases of land for building purposes for terms of less than 100 years, or the date when it became general; but as there does not appear to have been any extensive expiration of building leases, which in London are usually for terms of between 80 and 99 years, until comparatively recently, it seems probable that such leases were not very generally granted, at any rate in London, before the latter half of the last century.

The conditions of the bargain usually made between the lessor and lessee of land for building purposes for a term of years may be roughly stated as follows:—

The lessor agrees to part with possession of his land for a long term, giving up with his land all right to benefit by the possible or probable increase in its value during the term, on consideration of the lessee's agreeing to pay a fixed annual ground-rent, and to erect upon the land and keep in repair, during the term of the lease, buildings of stated value which during the term will be subject to the due

performance of the covenants of the lease the property of the lessee, and at its expiration will become the absolute property of the lessor. Building leases frequently also limit the purposes to which the property leased may be applied during the term on which it is held, in order to protect, as far as possible, all parties interested from the depreciation of their property by the acts of their neighbours.

The ground-rent reserved by a building lease for a term is supposed to be fixed at a less amount than the full annual value of the land leased if let in perpetuity, in order that the lessee may be enabled to recoup himself for his outlay in building on the land notwithstanding that the buildings will at the end of the term revert to the lessor; and, as a matter of fact, it will be found that in the majority of instances the ground-rents for which land has been let on building leases in London have been fixed at such rates as to allow the lessees to make a profit on the ground-rents and a fair return on the capital expended in building, altogether apart from the large profits made in many cases by subsequent holders of the leases, through the increase during their terms in the value of their holdings, an increase from all participation in which the lessor is excluded until the expiration of the lease. Most building leases provide that the lessee shall hold the land rent free for a sufficient time to allow of the erection of buildings upon it before any ground-rent becomes due.

If a building held on lease be sold, the price is supposed to be calculated at such a proportion to the net annual value of the property as to allow the purchaser to set aside annually out of the income derivable from it, a sum which if reinvested would produce the original cost of the lease by the end of the term, beside paying a fair annual interest for the purchase-money.

It would appear, therefore, that there is nothing in the

present system of building leases for long terms of years which necessarily involves pecuniary loss or injustice to lessees or any subsequent holders of the leases.

Building leases for lives instead of for a fixed term of years are not uncommon in some places especially on ecclesiastical estates; indeed, I understand that in parts of the west of England terms for lives are almost invariable, and it might, I think, fairly be argued that the investment of capital in building on land held on terms which render it impossible to deal with the property for any definitely fixed periods, might cause sufficiently serious inconveniences to justify the prohibition by law of such leases.

Not only is the taking of building land on leases for terms of years instead of purchasing it, not necessarily a disadvantage to the builder, but it may be an absolute advantage both to builders and subsequent leaseholders that they should not have been compelled to sink their capital in the purchase of the freehold of their land. A builder by taking land on building lease leaves the whole of his capital available for the actual erection of buildings, which should yield a much higher return than could be obtained if part were sunk in the purchase of freehold land; and in the same way purchasers of leasehold house property are enabled to become practically the owners of their houses for a less sum, producing a higher rate of interest than the prices which would have included the freehold sites.

It is true that leaseholders for terms of years in the past were subject to the risk of loss annoyance and expense through the enforcement of the covenants of their leases in an arbitrary or oppressive manner, but recent legislation and decisions have so reduced the ground-landlord's power of forfeiture, and in other ways improved the position of leaseholders, that landlords may be sometimes excused for feeling that not only is the leaseholder's position rendered sufficiently

secure, but that the powers left to the landlord are not always sufficient for his own protection.

Serious efforts have been recently made to abolish the present system of building leases, and three Bills were actually prepared and brought into Parliament last Session with that object.

None of these Bills became law, but it is worth while to give sufficient consideration to their provisions and the arguments of their advocates, to obtain a fair idea of the alleged evils of the present system of terminating building leases and the changes proposed as remedies.

Perhaps the best known of these three Bills is Mr. Broadhurst's, entitled "The Leasehold Enfranchisement Bill, 1884," which provided that any holder of a lease of any house cottage chapel or other building the grounds in connection with which do not exceed three acres in area, having an unexpired term of more than twenty years, and in certain cases, any holder of a lease for lives, may acquire the freehold of his holding, at such a price as a jury of five in number or a judge of a county court may consider that the reversion would fetch at a sale in the open market by a willing vendor to a willing purchaser, but without compensation for forced sale; all the covenants of the lease as to the user of the house remaining binding on the purchaser until the date of the expiration of the term, but not afterwards. The Bill prohibits lessors or lessees contracting themelves out of the Act, and provides for the giving of notices and other details of the transaction, into which I do not propose to enter.

The second Bill was brought in by Lord Randolph Churchill, and was entitled "The Leaseholder's Purchase of Reversion Act, 1884." It provided that every leaseholder for a term of not less than twenty-one years unexpired, of any messuage or land held in connection therewith, not

exceeding five acres in area, and situate within the metropolis, or any urban sanitary district (excepting property belonging to the Crown or the Royal Duchies, or situate in Scotland or Ireland) shall have an inalienable and inextinguishable right to purchase the reversion to the property he holds, at such a price as would be given at auction by a willing buyer, plus 10 per cent. on the price as compensation for forced sale; the costs to be paid by the leaseholder, and the price, if the parties should be unable to agree, to be determined according to the provisions of the Lands Clauses Consolidation Acts if the annual value of the property in question be over £50; if otherwise, by a county-court judge with or without a jury; all the covenants of the lease as to the user of the leasehold remaining enforceable for ever.

The third of the Bills referred to is entitled "The Land Perpetual Grants Act, 1884," and was brought in by Sir John Jenkins. This Bill provided that all leases of land for a term of twenty-one years or longer and containing a covenant to build one or more dwelling-houses upon the land, shall be deemed to be and shall operate as leases for a perpetual term of years, and prohibited leaseholders contracting out of the operation of the Act and also the enforcement of any covenants for forfeiture or re-entry for breach of covenants or lapse of time. The Bill further provided that, under certain circumstances, local authorities being satisfied that there is insufficient house accommodation for the inhabitants of their district and that it is not possible for the inhabitants to obtain building land on fair and reasonable terms, may acquire as much land as may be necessary for the proper housing of the inhabitants, proceeding for the purpose under the provisions of the Public Health Acts.

This Bill, so far as it deals with the question of Lease-

hold Enfranchisement, would merely extinguish the reversionary rights of the ground-landlord without any payment whatever; it will be unnecessary therefore to consider it apart from the less objectionable provisions of the other Bills, which do, at any rate, provide for the purchase of those rights; except, perhaps, to point out that it would be extremely inconvenient both for tenants and landlords, if a landlord were to be unable to let, under any circumstances, for a longer term than twenty-one years without sacrificing all future rights to his property.

As we have seen, leasehold property is property held in at least two shares, viz., that of the leaseholder who has present possession of the full value during a term of years, subject to the payment of his ground-rent and the covenants of his lease generally, and that of the ground-landlord who owns the present ground-rent and future reversion to the full value at the end of the term of years; and it may, I think, be fairly said that the effect of the exercise of the powers sought to be conferred on leaseholders by these Bills would be merely to forcibly transfer the ground-landlord's share to the leaseholder; that is, to hand over the private property of one set of individuals to another, without any adequate compensation, and without guarantee that any public benefit would arise from so questionable a transaction.

The arguments made use of by the supporters of these proposals may be fairly condensed into six, viz.:—

(1) That the present system of letting land for building on leases for terms of years is not the result of freedom of contract, but is forced on the lessees by the monopoly of landlords.

(2) That leasing building land for terms of ninety-nine years or less tends directly to encourage bad building and to discourage the development of the best art in building.

(3) That the existence of such building leases is one cause of the bad housing of the poor, in London especially.

(4) That the system tends to throw the ultimate ownership of large urban districts into the hands of a few great landlords, and that such a state of things is or might be a bar to local improvements, and is highly undesirable for other reasons.

(5) That the leasehold tenure restricts the free distribution of wealth, has evil moral influences, and discourages habits of economy and thrift.

(6) That the present system will enable a "territorial "oligarchy" to acquire "the substantial savings of two "generations of the London population without the least "exertion," and the ground-landlords "to confiscate the "unexhausted improvements of the lessees at the termi- "nation of their leases."

It will be convenient to consider these arguments in the order in which they have been stated.

Provided that, as I think has been shown, there is nothing necessarily injurious to lessees or leaseholders in the tenure of building land on leases for terms of years, there is little cause for complaint in landlords insisting when they are in a position to dictate their own terms on letting their land on such leases instead of selling it. If a monopoly exist, it can be as harmfully used by enforcing exorbitant prices and unreasonable restrictions on the user of the land in selling as in letting; if landowners' powers be used in moderation, there is nothing in the leasehold tenure of itself to prevent lessees reaping all the advantages of an equitable bargain. Whatever may have been the state of affairs in the past however it is now sometimes found that builders who have taken land with the option of either acquiring the freehold or taking up leases of the sites when their buildings are com-

pleted, prefer the leases, principally doubtless in order to avoid sinking capital in the purchase of the freeholds, but also perhaps to some extent because the transfer of leaseholds to the buyers of their houses is usually much less expensive and troublesome a process than the conveyance of freeholds. It is not the case, therefore, that the pressure of a monopoly on the part of landlords is *necessary* to force builders into taking building leases; moreover, the whole tendency of the modern conditions of business is to replace any monopoly of building land which the landlords may once have possessed by a competition of the owners of building land for builders to cover it. Cheap trains have, by relieving not only commercial men, but thousands of artisans from the necessity of living within a walk of their work, spread the populations of some of the most densely-peopled parts of our great towns over large suburban districts. More rapid and easier means both of transit and of communication, especially the telephone, have rendered it possible for trades which could formerly only be conducted with advantage in central situations, to be carried on in manufactories and workshops situate in open districts at considerable distances from the offices, perhaps in the heart of the city, whence the principals may now be at once in easy communication with the managers of their works and with customers and correspondents elsewhere. While it is, no doubt, true that the gravitation of business and population towards London still continues, it is equally true that London is now enabled to spread itself over an area so largely increasing year by year, that the pressure on its overburdened central districts is to some extent relieved, instead of being increased with the increase of population.

It does not appear that the suggestion that the tenure of building land on leases for long terms of years encourages bad building and discourages the development of the best

art in the building trades, will be found to stand the test of actual fact. It will doubtless be admitted that some of the best speculative building in London or elsewhere, and recently a good deal of work of considerable beauty, has been executed in the erection of London dwelling-houses on sites held on leases for terms of years, in many conspicuous instances with highly satisfactory results to the builders. As has already been said, a purchaser of a leasehold, being relieved of the necessity of paying for the site at a greater number of years' purchase on its annual value than he would give for the rack-rental value of the building alone, is enabled to pay the builder a better price for his work than if the freehold were purchased.

It can hardly be seriously contended that the knowledge that in eighty or ninety years a house will revert to a ground-landlord can influence a builder's mind in constructing it, and work which is sufficiently good and substantial for the true safety health and comfort of the occupier during even the first tenancy of twenty-one years, must be as durable as any man need expect to find on a freehold or elsewhere. As has been remarked, some of the best buildings may be found on leasehold sites, and it may safely be added that there would be no difficulty in finding some of the worst on freeholds. Bad as some builders are, the blame which has been thrown on builders as a class, is to some extent unjust. Probably there never was a time when it was possible on the whole for all classes to be housed as well as they can be at present; and the middle classes have now no difficulty in getting fairly well-built houses fitted with appliances which not long since were the luxuries of the very rich, if as tenants or purchasers they are prepared to pay a reasonable price for the accommodation they require; year by year more conveniences more elaborate fittings and more ornament have been required

by the occupants of the dwelling-houses which surround our great towns, but purchasers and tenants have not shown themselves more willing to pay for solid and good workmanship. They must have highly decorated and ornamented houses with complicated fittings at a lower price or rent than would pay the cost of plain but substantial workmanship, and in the building trades, as in every other, tradesmen are found to provide what their customers require. While tenants will not pay more for sound than for "scamping" work, it is not astonishing (human nature being what it is) that scamping work is so common; the builder is not worthy of more blame under the circumstances than might fairly fall on many men in many other businesses, but least of all should the leasehold tenure be held answerable for the evil. Builders have too been greatly encouraged and assisted in sins of this kind by the extreme ease with which they have been able to borrow money with which to build; which indeed owing probably to the difficulty of investment caused by the depression of general business, has been in many cases lent to them in amounts sometimes actually exceeding the cost of their work; a state of things which has caused overbuilding in the suburbs of London to a very great extent, and encouraged every device by which a builder can reduce the cost of his work and undersell his neighbours. The extreme laxity with which the supervising powers of the local and other authorities have been exercised in some districts, and in others the want of such powers, has in many instances left builders on freehold land almost without any check upon their proceedings. So far, indeed, from the present system of building leases encouraging bad building, it may much more truly be said, that by giving the ground landlord a direct interest in good and durable building work and the power to insist on it,

the leasehold system supplies the strongest available check on scamping.

There does not appear to be better ground for the objection that the existence of terminating building leases is to any considerable extent responsible for the bad housing of the poor. It is unfortunately too often the case that those persons who make it their business to let tenements to the very poor, systematically avoid spending anything on repairs or improvements not absolutely necessary to prevent the buildings falling down, and thus take advantage in a very gross way of the necessities of their tenants. It seems, however, unlikely that the holders of leases with more than twenty years to run (and the proposals under consideration do not deal with shorter terms), will behave very differently in that respect to freeholders with similar principles or want of principle, and whatever the unexpired term, the power of the ground-landlord to enforce the proper repair of the houses to which he has a reversion serves as a most salutary, and is often the only, check upon the injurious parsimony of the immediate owner. For this reason the leasehold tenements of the poor are found to be not unfrequently in a far more satisfactory condition than freeholds of a similar class in the same neighbourhoods, and it hardly appears to be an effective way of securing the performance by a bad landlord of his duties to his tenants, to enable him forcibly to acquire the entire ownership and control of the property which he neglects, to the exclusion of the very person who hitherto has been best able to compel his attention to it. It is, doubtless, sometimes true that on those estates where dwelling-houses occupied by the poor are held on leases with but a few years unexpired, and the ground-landlord, proposing to clear the sites at the expiration of the leases, has no motive for enforcing the performance

of the repairing covenants, the tenure may be one cause of the bad condition of the houses; but the evil in such cases would be better remedied by giving the ground-landlords power to acquire under proper conditions the unexpired terms of the leases, than by distributing the freeholds of the houses piecemeal among the very persons who are the least likely to be able or willing to make any permanent improvement in their condition. There could, I think, be no greater hindrance to the carrying out by private enterprise of any considerable improvements on such estates, than depriving the ground-landlords who alone are in a position to deal with improvements on a large and satisfactory scale of their interest in the property, or rendering that interest too precarious to be a motive for action.

To make a law forcing the owners of freehold ground-rents to sell them to the holders of the leases by which they are secured, for the *avowed* reason that if the freeholders are left in the enjoyment of their present rights, some would own a larger share of the property in urban districts than is considered desirable, would so affect the security and therefore the value of real property, as to inflict serious loss on those persons of all classes who have invested in it; unless, indeed, it could be shown that special circumstances rendered such an interference with private rights a matter of absolute necessity for the public benefit in this particular instance.

Although no doubt it may occasionally be a matter of inconvenience that a very large property should be controlled entirely by one man, just as it has sometimes proved an inconvenience on the other side of the Atlantic if not on this that a very large proportion of the shares of one railway company should be controlled by one man, there appears to be no evidence that it is more necessary to remove the one case from the operation of the ordinary natural laws of

business than the other, always provided that those natural laws be left free to operate. So far as I can ascertain, instances of the improper exercise of the powers of ground-landlords in urban districts are comparatively rare, and as regards local improvements, in London at any rate their history shows that so far from the large landowners having been a bar to improvement the necessary arrangements have been made with them at far less expense in proportion of time and money, than with the owners of separate houses; while, as to improvements carried out by private enterprise, it can rarely happen that any but large landowners are in a position to plan or execute them. Whatever may be the objections to large estates, we need no law to *enforce* their division by sales. If once the sale of land be rendered absolutely free, we shall see the same centrifugal forces which now are seen to distribute large collections of books pictures or antiquities, large fortunes and even large businesses, amongst those who are in a position to profit by the opportunity, also at work from time to time in the sub-division of large urban estates amongst those willing and able to buy parts of them.

The grounds of the assertion that the present system of building leases for long terms of years has an injurious moral effect, hinders economy and thrift, and restrains the free circulation of wealth, are not clear.

As the leasehold tenure permits builders and house-buyers to retain the prices of the freehold sites of their houses in their own businesses, probably at a high rate of interest should more prosperous times than these be granted them, instead of sinking it in the purchase of land at a low rate of interest, the system must so far at any rate favour instead of restricting the circulation of wealth.

It appears that the moral evils resulting from the system are supposed to be principally caused among what are called

the working classes, especially as regards the discouragement of thrift by the difficulty of finding freehold dwelling-houses to purchase for their own occupation. In the present state of the market for cottage property in the neighbourhood of London and other large towns, a working man with the means need have little difficulty in finding a freehold cottage to buy; but even if it were not so, it can hardly be true that the fact that very many years hence the freehold of the house an artisan occupies will revert to the ground-landlord, is sufficiently discouraging to prevent the occupier from saving his money to buy the lease of it if he prefer to invest his savings in becoming his own landlord; still less is it the case that an artisan buying a leasehold is unable to understand the conditions of his bargain.

If it be argued that it is necessary to force a ground-landlord to sell his reversions for the sake of coaxing artisans into thrift by the hope of acquiring freeholds, it would naturally follow that the owner of the rack-rentals of freehold cottages occupied by artisans should also be compelled to stimulate the virtues of his tenants by parting with his property to them, and it does not appear what rights of a landlord would be left which might not be attacked on similar grounds.

But those working men who save money would be themselves the first to resent such a suggestion; they show as much sagacity and as keen a judgment of the terms of a bargain in their purchases for investment as the members of any other class and need no legislative protection from the results of their own dealings. Thrift and economy are hardy plants that grow best in the bracing atmosphere of independence and freedom of contract, and are more likely to be killed than encouraged by legislation, however well meant, which would in reality destroy con-

fidence in the security of the future enjoyment of the very property which thrift and economy might acquire.

It is much to be regretted that such assertions as that landlords are enabled by the present leasehold system to "appropriate the savings of two or three generations of the London population," and to "confiscate the unexhausted improvements of their lessees," should be employed as arguments in a discussion of this kind. The facts of the case are sufficiently complicated to render it by no means easy to ascertain with certainty the results of the present system, and still less to foresee the results of changes. It is certain, however, that a false step would be a great national misfortune, and that statements calculated to excite bitter feelings on both sides and pit class against class can never lead to a just decision of the question. If the evils of the existing leasehold system were all its strongest opponents paint them, it would not hinder the national prosperity of all classes alike half so much as legislation which dealt unjustly with the rights of one class to gratify the excited feelings of another, or diminished general confidence in the national respect for the rights of ownership in any other way.

It may safely be said that as a rule the London building leases for ninety-nine years, now within twenty or thirty years of expiring, have yielded a fair return to their holders; and so far from the reversion of leasehold premises to the ground-landlords being a confiscation of the savings of the holders of the leases, it is the carrying out of a bargain to which each holder of a lease has all along been a party; each purchaser during the term having had the opportunity of adjusting his price to the number of years the lease had still to run. As to unexhausted improvements, it may fairly be assumed that

generally speaking prudent lessees for a fixed term make no improvements of which they cannot work out the value before their term expires (always excepting money spent in gratifying the personal whims of an occupier), and there is not in the case of building leases the same uncertainty either of tenure or of results, which has made the question of unexhausted improvements of such vital importance to tenants of property of another kind. If, however, in special cases there were reason to believe that the loss of unexhausted improvements does constitute a cause of real hardship to the holders of building leases at their termination, that would be a reason for compelling ground-landlords under proper conditions to buy the improvements, not to sell their own reversions. Doubtless, it may happen that the holder of a building lease is hindered in carrying out his desire to enlarge or improve his premises by the shortness of the unexpired term on which he holds them, and his inability to come to what he may consider an equitable arrangement on the subject with his landlord; but the same thing may occur under a fourteen or twenty-one years' lease, or under almost any other existing form of the relations between landlord and tenant, and the possibility of such difficulties could only be fully removed by the abolition of landlords altogether.

To give every holder of a lease with more than twenty years unexpired the right to purchase the freehold of his holding without compensation would be to inflict a very serious injury on the freeholders; nor, indeed, in many cases would any compensation which could be paid by a leaseholder recompense a freeholder for such a forced sale. The power to deal as a whole with an urban estate on the termination of the leases is often absolutely essential to dealing to advantage with it at all, and the sale of the freeholds of a few houses dotted about here and there

upon it might render it absolutely impossible to carry out plans for rebuilding or improving not only to the profit of the freeholder but perhaps to the benefit of a whole neighbourhood. The loss to the freeholder in such a case would be real and most serious, but none of the Bills before us recognise any claim for compensation for injury of that kind; nor indeed would it be at all likely if such compensation were awarded that it would be in the power of any leaseholder to pay it. Sometimes, moreover, the lessor is the head of a family or a corporation or a charitable body, which has been in existence during the whole term of the lease, and has made all its arrangements as years passed with express reference to the termination of the leases on its estate and the growing value of the reversions; in others, the owner of the reversion may have recently purchased it entirely for the sake of applying the property leased to some special personal purpose, when it should revert to himself. It would be impossible to assess the compensation which would in reality recoup the owners of freehold reversions for their forced sale under such circumstances, and it seems also impossible on the other hand to contend with any show of justice that such loss ought to be inflicted without compensation.

It is true that the necessities of the public welfare have always been held to justify the forcible sale of any property no matter how unwilling its owner; but it has never been held that even the public necessities justified such enforced sales without the payment of full compensation for whatever loss the vendor could show he would suffer through the sale; nor in this case would the leaseholders taking advantage of the powers of compulsory purchase be acting even nominally for the public benefit. They would be merely private individuals who had voluntarily entered into contracts with full knowledge of their conditions and results,

receiving by Act of Parliament the benefit of an alteration in the conditions of those contracts, without the consent, and in many cases at the expense of the other parties to the agreements.

Ground-rents are not the monopoly of the rich or of any one class; they are the favourite investment of the most prudent investors of all classes in cases where absolute security is required. To give leaseholders the power of compulsory purchase of the ground-rents reserved by their leases, would be to defeat the very object with which many of the present owners of ground-rents have acquired them, and to cause their value as investments to fall to an extent that would entail a heavy loss on their owners; for few would care to buy as a permanent investment property which the owner might at any time be forced to sell again possibly at the bare market price without any adequate compensation. Nothing but the most direct benefits to the State would offer sufficient justification for thus fining a large number of its citizens, while no direct public benefit at all could be expected to arise from the exercise of such compulsory powers by the leaseholders.

The existing system of building leases, moreover, has been and is in many cases the means of considerable advantage to the public by enabling ground-landlords to enforce, for the mutual benefit of the inhabitants of large urban estates, proper regulations as to such matters as the nature value and user of buildings, and the maintenance and use of private roads. It is true that the purchasers of freeholds are often made to enter into covenants with similar objects, but it is, I believe, a fact that such restrictions are more easily evaded by a freeholder than by a leaseholder, and it is moreover often found in the case of freeholders that no one with power to enforce restrictions

has sufficient interest left in the property affected to induce him to do so. Thus, in crowded towns like ours, in which there are often inducements to house-owners to make money out of their houses at the expense of their neighbours, the permanent interest of a ground-landlord in the order and prosperity of his estate as a whole, often most powerfully promotes the general interests of the leaseholders.

Though much may be said in support of the present leasehold system, no doubt like most human institutions it has its disadvantages, but the question at present to be considered is not whether the system is free from all objection, nor whether in making a fresh start with a clear field before us we should establish such a system just as it now exists, but whether its disadvantages whatever they may be, are sufficient to justify a forcible interference with the rights and security of ownership which would cause serious loss and injury to members of nearly all classes without necessarily conferring any direct benefit upon the public.

Even if it be held to be desirable, having regard to possible future alterations in our social conditions arising from the rapid increase of population, to prohibit the granting of terminating building leases in future (an opinion I do not hold myself), there is nothing in the facts of the case to show that it is necessary or just to interfere with the natural operations of such leases as are already in existence, especially as regards those cases in which, the leases having less than fifty years to run, the reversions have begun to acquire substantial value.

There does not appear to be any reasonable objection to the prohibition of leases for lives, and in order to nullify to some extent one injurious effect of the peculiar competition among builders of a certain class which has already been mentioned, it might possibly be well to prohibit building leases for terms of less than eighty years, though it would

be necessary to carefully avoid including in such a prohibition those cases in which it may be greatly to the advantage of both tenant and landlord for a tenant about to take premises, on even a short lease, to agree to spend money in additions or alterations to the premises, in consideration of a reduction in the rental.

Ample powers should be conferred on local governing bodies to acquire land on fair terms wherever the public interest can be shown to require it; for such purposes for instance as the erection of dwelling-houses in districts where the existing accommodation is insufficient for the population and the owners of suitable land decline to sell or let it voluntarily for the purpose, always provided that proper security could be taken against parochial land-jobbing; and, although this is not perhaps a point having especial connection with the question of Leasehold Enfranchisement, the powers of local governing bodies to protect the poorer class of tenants by compelling their landlords to keep their tenements in proper repair and sanitary condition, might probably with advantage be enlarged and defined, though there is reason to fear that in some cases the powers such bodies already possess are deliberately neglected out of consideration for the pecuniary interests of some of their own members. Measures such as these might be of public advantage, but, provided the sale of all interests in land be made entirely free, there is no reason to believe that the market for building land cannot in other respects with safety be left to follow the ordinary course of trade, and the relations between ground-landlords and leaseholders to their natural development.

It may fairly be inferred from the utterances of some of the advocates of Leasehold Enfranchisement that the question really at issue in their minds is that of the rightful ownership of the enormous increase in the value of urban property

during the terms of the building leases which will expire within the next thirty years. The idea that such "unearned increment" should belong to the State is at least intelligible though it is unlikely to meet with sympathy here, but it is difficult to understand what better right leaseholders have to its future chances than lessors, especially as the former have reaped the whole benefit (often very considerable) of the unearned increment during the course of their leases.

I hope I may be pardoned for having at, I fear, wearisome length stated the familiar facts connected with the present leasehold system. The arguments which have been used by its opponents are, however, of such a kind, that it seemed impossible to avoid doing so without leaving the statement of the case incomplete.

Mr. E. Tewson (Fellow) said that, owing to Mr. Mann's absence, from causes which all lamented, his Paper was taken as read at the last Meeting, with the object of discussing it together with the Paper which Mr. Martin had just read upon the same subject though from a somewhat different point of view. Before opening the discussion, therefore, it was his pleasing duty to move a vote of thanks to Mr. Mann for his interesting Paper, as well to Mr. Martin for the valuable contribution he had that evening made to the subject.

He did not propose to trouble the Meeting at any great length; but, as the subject was one to which he had given considerable attention, he was glad to have the opportunity of offering a few remarks upon it.

It seemed to him that the advocates of the Bills referred to in the two Papers had embarked in the movement without a cause. Before sending for a doctor, a man usually proceeded to satisfy himself that he had some disease. In his judgment, the supposed disease had, in this instance, no

existence. He did not believe that the leasehold system was responsible for the immense amount of scamping and jerry building with which all present were so familiar, but that by far the worst buildings in and around London had been put up by speculative builders upon freehold land. The reason was evident. The freeholder who sold his land out and out lost all control over the builder, beyond the power to enforce the restrictions against, say, building a public-house, establishing a brickfield, varying the prescribed building line, or erecting houses of less than a certain value. This was really the sum and substance of the freeholder's control in such cases. The freeholder who retained possession of the fee-simple sought, on the contrary, to get his land covered with good houses, as far as necessary of a uniform class, and appointed a Surveyor to look after the work as it progressed and take care that the builder to whom it was leased did not have it all his own way, and so to secure the freeholder's reversionary interest in the property on the termination of the lease.

If the freehold of the land had been sold in the first instance, would there have been such a street as Queen Victoria Street in London? Would not each builder have built according to his own design, and to suit his own convenience, without uniformity and without any guarantee that the buildings were of a solid and substantial class? The builder's only object would have been to get the largest possible percentage out of the capital he invested. In the case of the street referred to, a course was adopted which had led to very different results. The Metropolitan Board of Works granted leases under certain conditions and restrictions and by doing so ensured a substantial and uniform class of buildings.

It had been contended by the advocates of these Bills

that the Copyhold Enfranchisement Act was a precedent in their favour; but the analogy must stand good as a whole or not at all. The Copyhold Enfranchisement Act was compulsory alike upon the landlord and the tenant. But that was not what was proposed in these Bills. The landlord was to be left out in the cold, and the tenant was to have all the advantage, though for what reason and on what principle he failed to see. If the Copyhold Enfranchisement Act was really to be taken as a precedent, let the landlord have the same rights as the tenant, and he would be able in the case put by Mr. MARTIN of premises falling into disrepair towards the termination of the lease, to come in and buy.

With regard to the general question of the expediency of leasehold tenure, it should be borne in mind that many persons were without sufficient capital to yield an adequate income unless they could get more than 4 or 5 per cent. for their money, and the leasehold system enabled such persons to get a larger income for a period outlasting their lives. This, he thought, was a most important reason for preserving the leasehold system. Who were the people that wanted the leasehold system abolished? Had any serious demand been made by the general body of lessees for the enfranchisement of their leaseholds? He had never heard such a demand, though he had a great deal to do with leases. Besides, was it fair that a man who purchased a 25 or 30 years' lease, knowing perfectly the nature and extent of his interest, should be entitled to compel somebody else to give him, *nolens volens*, something that he had not bargained for? If a leaseholder chose to spend money in improving or beautifying his house, solely to gratify his own tastes and fancies, what right had he to denounce it as a shame if his landlord stepped in at the end of the lease and without giving compensation took possession of what might or might not be

improvements, the tenant's outlay having been made for his own convenience and in full view of the contingency? He believed that the conclusion which would be come to in that room was that those who were agitating for the enfranchisement of leaseholds had not made out their case.

The remedy against badly-built houses, whether on freehold or leasehold land, was to be found in the granting of larger powers to the District Surveyor, and in making him responsible not only for the substantial parts of the building but for sanitary works, and these powers should be extended to the country at large, and not be confined to the Metropolitan district.

Mr. H. Lofts (Fellow) had great pleasure in seconding the vote of thanks to the authors of the Papers. He deeply lamented Mr. Mann's severe illness, and hoped for his speedy recovery.

He was of opinion that the agitation with reference to enfranchisement had been partly brought about by the arbitrary clauses which had crept into modern leases, the tenant often contracting to do everything, and the landlord nothing. Quite recently he had heard of a lease under which the tenant was bound to contribute to the expense of keeping up a square or public garden, and the landlord did not even contract to keep it open.

One result of the agitation to which he might call attention, was a letter addressed by Lord Granville to Her Majesty's Representatives abroad, asking for particulars of the systems of tenure of dwelling-houses in foreign countries. The return embodying the answers to Lord Granville's inquiries contained information from every country in Europe with reference to the sale or letting of land for building.

It appeared that leaseholds were almost unknown in

other countries (though they prevailed to some extent in France), and were in several countries absolutely prohibited. But, wherever they prevailed out of England, except in France, the holder of the lease was, at the end of his term, entitled either to receive the value of or to remove the buildings put upon the land.

In some countries there were some very peculiar customs. In Denmark, for instance, there was a custom called the *Livsfaeste*, which gave the tenant a lease of the property for two lives, and, if married, for that of his widow; and it appeared that it frequently happens that a peasant or cottager under this tenure married a very young woman in his declining years, and even on his death-bed, in order to perpetuate the lease. The returns appeared to have been made out with great care, but had very little application to the property system of England, where large vested interests existed, arising out of freeholds created generations ago, nothing analogous to which existed in foreign countries, revolutions and legislation having swept them out of existence.

It would be observed that in those countries where building leases were granted there were very few restrictions, and such as there were were principally made by the municipal authorities, who had the control of these matters.

He looked upon the compulsory enfranchisement of leaseholds as amounting to something like confiscation. The present system had worked well for many years, and many people had prospered under it; and he failed to see how, without the assistance which foreign countries possessed in the shape of a Crédit Foncier or something of the kind, the money could be raised in this country to enable builders to buy the freehold ground upon which were now being erected so many important buildings and comfortable dwelling-houses.

Then, again, the subject of ground-rents, which were a very favourite investment, must not be lost sight of, as by means of them much waste land was made productive and profitable. It would, he thought, be an advantage if freeholders would give their leaseholders power to renew, say within 20 years of the expiration of their term. On the Berkeley Estate (Lord FITZHARDINGE's property in London), the rule was that when the leases were within 20 years of expiration the lessee could obtain a renewal, making the term up to 63 years, upon terms fixed by the Estate Surveyor; but there were estates, unfortunately, hampered by trustees and in other ways, which could not be so dealt with, and which, so long as they remained in this condition, would continue to give rise to the complaints out of which the agitation proceeded. He knew of cases at the present time in which shopkeepers whose leases were within six months of expiring did not know whether they would get renewals or not. This was a great hardship; but, taking the large landlords of London, such as the Duke of BEDFORD, the City of London Corporation, and others, there was very little to complain of as regards the way in which they treated their leaseholders. He ventured to think that, if a custom something like that prevailing on the Berkeley Estate, were made compulsory on the part of landlords, the terms of renewal being fixed by arbitration instead of by the Estate Surveyor, the object of the agitation would be accomplished in a moderate and equitable manner, and the interests of the freeholder and leaseholder would be secured.

Mr. T. BLASHILL (Fellow) said he was very much struck with the fact that, so far, those who had spoken on this subject had left it very much as they found it. This was a very important subject, and he hoped that a meeting, like the present, of experienced men, would be able to throw

some light upon it. He had, in the early part of last year, prepared a Paper on this subject for the Conference of Architects, and in the course of his Paper had suggested a series of questions very much on the lines of those in Lord Granville's circular, referred to by Mr. Lofts. These inquiries were sent by the Royal Institute of British Architects to its foreign correspondents, and the information returned was precisely the same as that now given on high governmental authority. It seemed that they had absolutely had no idea on the Continent, except in a few places where our English system had been introduced, of anything analogous to our system; and it was worth repeating, as showing the monstrosity of our present system in the eye of a foreigner, that the correspondent in Spain, having had explained to him the state of things in England, wrote, with reference to the custom in Spain, "Every one who wishes to build begins by purchasing his ground; and, without being the absolute proprietor, none would think of building even the least thing. On the contrary, if by chance what is done in England were known, it would astound every one."

The tone which he (Mr. Blashill) had adopted in the Paper to which he had referred was very much the same as the tone of Mr. Martin's. He was entirely of opinion that the bad building of which so much was made in platform speeches was in no way attributable to the leasehold system. The shockingly bad building with which Londoners were so familiar was due to the fact that the builders built to sell: the tenure had nothing to do with the matter. Apart from the consideration of any character that he might have at stake, the builder never considered whether his erection would last 99 years or any other number of years. As a District Surveyor he had had to condemn houses as dangerous structures even before their completion. The evil, as it seemed to him, lay in this; that the original makers

of the agreements were not the persons who could possibly carry them out. In ninety-nine cases out of a hundred the person who took a lease had for his object to make money out of it, and was often very successful in doing so. There were houses now in the suburbs of London, the leases still unexpired, the ground-rent of which was fixed at a time when there was no communication with the metropolis, no efficient public lighting, and no good roads. In such cases, the leaseholder enjoyed that which the original builder never dreamed of at all. The evil really began to arise when the leaseholder for the time being desired to make an improvement on his property, and had to get the consent of another party. Even if that party were not only liberal but generous, there must be some slight expense. But it led in many cases to the leaseholder being absolutely prohibited by the landlord from doing that which would have been a very great improvement to the property.

Again, during the last forty years, say, of a lease the landlord or lessee did not consider it such a good speculation, and therefore the property, which if it were in the hands of one party would undoubtedly be improved, was allowed to remain in a bad condition for that forty years. That was a public and not merely a private evil, and therefore this became a public and not merely a private question. For this evil he would venture to suggest a remedy, and he felt the great responsibility of doing so, because he knew there were gentlemen in the room who would put the proposed remedy to the test. It was no remedy to suggest to the leaseholder that he should buy the property. The leaseholder did not want to become absolute owner if he could get all the advantages of ownership by other means. What he wanted to do was to hire the land upon which his house stood, and, upon fully paying his landlord the value of it, to have the power of dealing with it. That could be effected by a

system of leaseholds in perpetuity. He was told that that was not easily possible by law at present, but there should be no difficulty in getting any obstruction that existed removed. There was no obstruction in Scotland. The building land of Scotland was, he believed, wholly let subject to what were called feu duties: the landlord had perfect security for his money, but instead of resuming possession at the end of 99 years he simply received his rent in perpetuity, and feu duties were the most secure investments known.

He suggested that it was something analogous which was wanted in England. The owner of the land should have a perfect security, but a security upon the land alone, and the ground-rent should not carry with it the power to hamper the leaseholder as to any buildings he might erect upon it. The question then arose, should all this be made compulsory by law? That was hardly a question for Surveyors and Architects; it was a question for politicians. What Surveyors and Architects had to do was to show that the thing was practicable. Would it not be to the advantage of a large number of persons whose freehold ground-rents had 20 or 30 or 40 years to run if they could now convert those into ground-rents in perpetuity, selling to the lessee, at a proper valuation, the reversion, subject to a perpetual ground-rent at the present value of the land; the purchase-money to be paid to the ground-landlord: if it was onerous to pay the money at once, making suitable annual payments instead of in a lump sum? This could be done easily, and there were thousands of proprietors who would be glad to enjoy property in their lifetime which, in the ordinary course of nature, they would probably not themselves enjoy at all. He would have great hesitation in making it compulsory as to existing leases, but as to future leases he would have less hesitation. Anyone who parted with his land for beyond 21 years could not have

that intense love for it which might make it wrong as a matter of feeling to tear it away from him. If he had the income from it, that would be probably all he cared about, and that would be justice to him. Property not in private hands might be specially considered.

As to the uniformity of building line, he differed from Mr. Tewson in his appreciation of the power of the landlord to enforce his views upon the leaseholders. Without referring particularly to Queen Victoria Street, he thought that many of the streets in London would be better and more attractive if the leaseholders, who were the real persons interested, were allowed to build as they liked. Some of the most dismal streets in London were those in which the ground-landlord had enforced his own or his surveyor's notion of a good frontage line.

Mr. R. C. Driver (Vice-President) inquired whether in the questions sent by the Institute of British Architects to their correspondents abroad inquiry had been made with regard to the authority that had the control of the builder, as to the building line, the height of the house, its character, materials, and its user.

Mr. Blashill replied that in all the countries about which inquiries were made the municipality took that control.

As a District Surveyor, he might explain that London was more lax as regards its building regulations than any capital in Europe; and in his opinion the only remedy for bad building was stronger municipal regulations.

In Scotland there were restrictions as to dealing with leaseholds; but he did not advocate similar restrictions here. He did not see why a man should want restrictions,—it was his own land, practically, subject to the payment of

ground-rent; the ground-rent should be the value of the ground only, and not the value of the ground and the house.

The CHAIRMAN asked whether the houses Mr. BLASHILL had condemned as District Surveyor before completion were leasehold or freehold property.

Mr. BLASHILL: Both leasehold and freehold; but the worst building was done on freehold land, as everybody was aware.

Mr. DRIVER remarked that in Scotland there was a special Act regulating the dealing with flats. A large portion of the working population of Scotland (in Edinburgh, for instance) lived in flats in large buildings. Of course, in those cases the leaseholders would have no power to remove any part of the building; but they were bound by the municipal regulations to keep up and maintain the public parts of the premises, such as the staircases, and so on. There had been a Bill introduced for London on the lines of the Scotch system. He suggested that gentlemen should make themselves acquainted with these arrangements before the next Meeting.

The vote of thanks to Mr. MANN and Mr. MARTIN for their respective Papers having been put and carried unanimously,

The discussion was adjourned until the 23rd February.

FIG. 2.

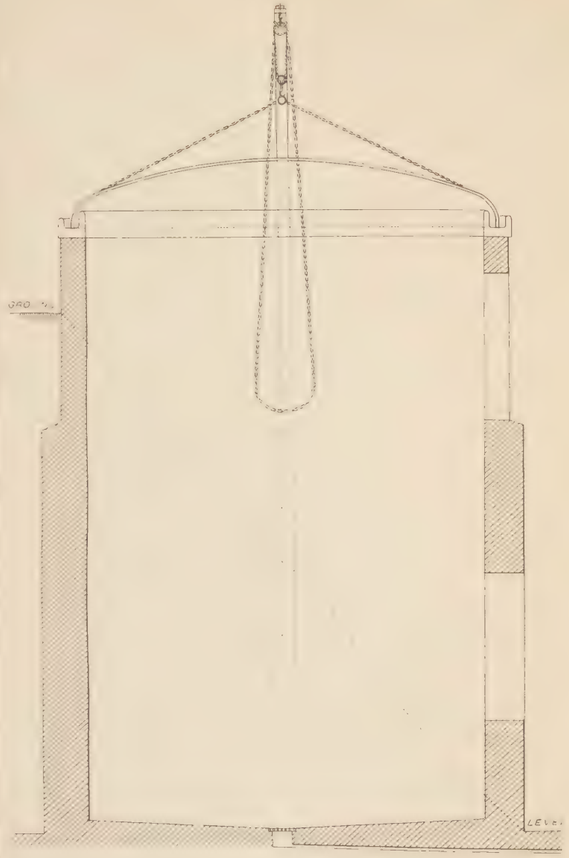


FIG 3

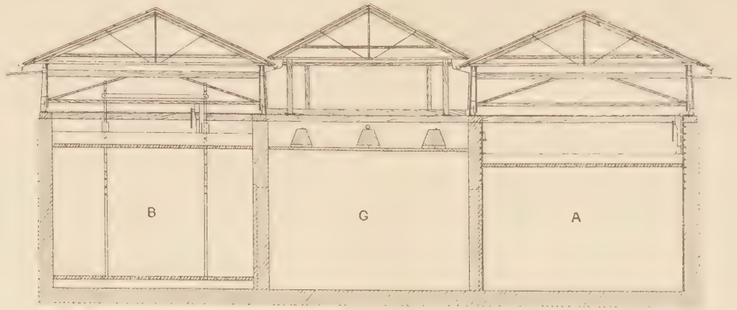


FIG. 4.

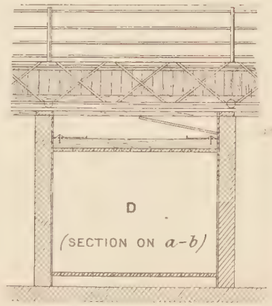


FIG. 5

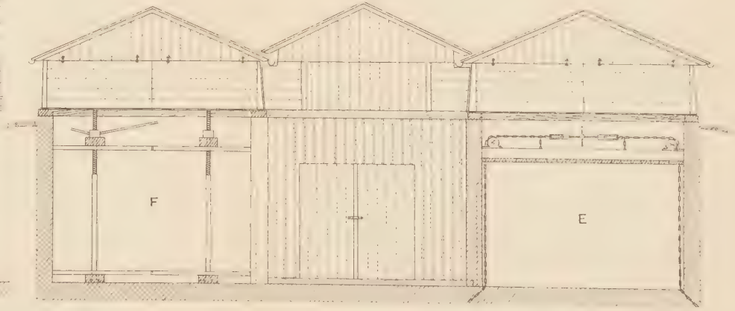
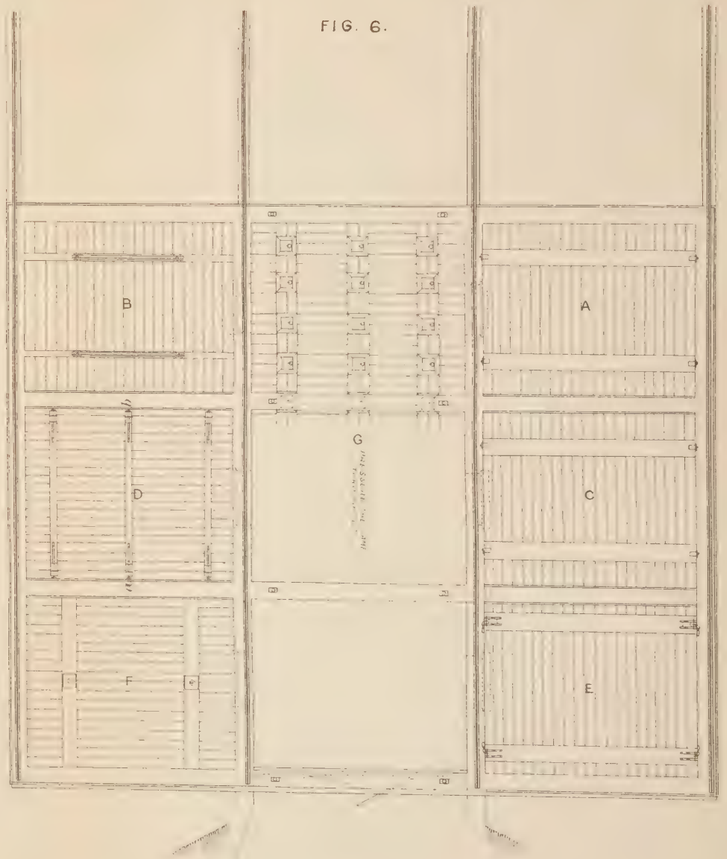


FIG. 6.



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Paper 129
No. 218

SOME RECENT PHASES OF THE SEWAGE QUESTION.

By HENRY ROBINSON (Fellow).

Read at the Ordinary General Meeting of The Surveyors' Institution, *Monday, February 9th,* 1885.

MR. ALEXANDER MILNE DUNLOP (Fellow) IN THE CHAIR.

In complying with the suggestion to bring before The Surveyors' Institution some recent phases of the sewage question, I may say that I consider the present an appropriate time to review this subject, inasmuch as during the last year or two several important investigations have elicited the views of the leading experts in sewage cases, and the decisions which have been arrived at will serve as a guide to those who are engaged in this branch of practice.

The difficulties which have been experienced in carrying out a system of sewerage on the water-carriage principle to its ultimate completion at a proper outfall, and the successful disposal of the sewage there, have been the causes of so much contention that the desirability of reverting to the "cesspool" system has even been contemplated. The recent report of the Royal Commission on Metropolitan Sewage Discharge contains the following:—

"Many good authorities still believe that this plan (the "cesspool), if it could be efficiently carried out, is the best and "most proper one for municipal adoption, and, considering the "difficulties that attend the more modern drainage system, "the question is one that ought always to receive candid "attention and fair discussion."

It is to be regretted, I think, that anything that might be taken as an encouragement to the cesspool system, except for detached dwellings, should have been given from so authoritative a quarter.

The opponents of the water-carriage system point to the abominable smells which often proceed from ventilating gratings, caused by foul deposits in the sewers. They refer to the constantly-recurring cases of disease clearly traceable to the invasion of a house by sewer gas. These evils, however, are avoidable, being due to want of care and skill, either in settling the size and gradient of the sewers, in providing for their proper flushing and ventilation, or in the effectual trapping of the house from the main sewer. The mischief is not due to any fault of the system but to the absence of essential precautions in its application.

The difficulties and the opposition met with in disposing of sewage, arise, in nine cases out of ten, from want of experience or skill at the outset, the scheme being devised by some one not having the necessary special knowledge of the subject with the result of errors either of omission or commission. If the scheme be unopposed the defects probably remain undetected until trouble arises, when the faults are exposed, and the system is discredited. In other instances the sanitary authority having the duty imposed on it of properly sewering its district accepts gratuitous advice from any one who will give it, and a scheme is adopted, after selecting from these voluntary offerings, the choice not always being a wise one.

The Rivers Pollution Prevention Act of 1875 has not been productive of much good, and will have to be modified to make it operative to the extent which the importance of the evils it was formed to remedy calls for.

It may be broadly stated that none who have any interest in a river, either for residential or trading purposes,

should be deprived of their enjoyment of its use, both as respects quantity and purity, by reason of any interference other than that sanctioned by legislation for the public good, and that it should be an offence easily dealt with to cause such deprivation.

A local authority discharges the sewage of its town, and a manufacturer his refuse, into a stream, to avoid the expense involved in treating it; and until a protest was made against making the rivers the carriers of such refuse, they were regarded as the natural vehicle for removing it. What was at first an evil of comparatively small extent has, with the rapid sewering of towns, become one of great magnitude. The realisation of the mischief thus occasioned has been of slow growth, and legislation (in the shape of the before-mentioned Act) has hardly followed public opinion, which was, and is, favourable to the adoption of strong compulsory instead of weak permissive measures like the Act in question; and to put even its powers into operation often requires the initiatory action of the offenders, the local authorities themselves. If an individual take action, the expense and trouble are greater than one person ought to be called on to to bear. As an instance of this, I may mention the case of *Bateman* v. *Farnham Local Board*. In this case the question of the pollution of the River Wey with sewage matter was fought under this Act, and every legal and other point was raised against the riparian owner (who brought the action), and had to be combated. The result, however, was that judgment was given against the Board, an order being made to stay the pollution. In such a case the taxed costs paid by the Board represent but a portion of the expense to which the individual is put, independently of the trouble and annoyance of a lawsuit.

The Act should not be permissive, and the means of enforcing it should be made as simple as pos-

sible. The standard to be aimed at should have a certain elasticity to meet the circumstances of the case, to be determined by skilful and independent persons. Local authorities, according to their present constitution, are not likely to grapple with the matter as contemplated by the Act; indeed the whole question needs careful overhauling, as it is now fully recognised that further legislation is required if the continuance of this state of affairs is to be prevented, and if the rivers are to be restored to their original state from the present exceeding foulness of their condition. If this be accomplished, the benefits accruing will be a great improvement to public health, a greater enjoyment of the rivers for pleasure purposes and for navigation, and an enormous increase in their capabilities as food-producers, by enabling fish cultivation to be followed, as of old, with pecuniary gain to the community. At present, the fish are either killed by suffocation, through suspended solids, or are poisoned by deleterious matters in solution.

It is important for those who have to advise about sewage disposal to know what is the action going on in a river by which the organic impurities are destroyed. Chemical and biological influences are at work, the latter being as important as they are interesting. Dr. Sorby has recently shown that the number of minute organisms and plants which are found in a river are instrumental in destroying organic impurities and afford under the microscope a means of determining the character of the water. These organisms are found to multiply and thrive in a sewage-polluted stream to an extent enormously greater than they would in the same stream if unpolluted, although they exist in fresh water. They may be said to act as scavengers; but, if the amount of impurity be too great, the organisms are it is thought less able to exert this beneficial action.

Minute plants also help, by giving off oxygen when exposed to the light, and thus assist to oxygenate the water.

It has often been contended that organisms injurious to health, derived from sewage decomposition, continue to live after their discharge into a river, and are practically incapable of being destroyed. Alarmists have relied on this in support of the contention that no river water is fit for dietetic purposes. I think this view has been overstrained. Is it not a reasonable assumption that these organisms, which are created and developed out of concentrated putrefying matter, may be quite incapable of existing when these favouring conditions cease? This must be the case when, after they are cast into a river with the filth they thrive on, the whole becomes largely diluted, its temperature altered, and a state of things produced very different from that which previously existed. The late Dr. Angus Smith, in his report to the Local Government Board, 1882, referred to the fact of nitrogenous bodies having the peculiar power of taking up oxygen and of giving it out. He had long considered the bearing of putrefaction and oxidation with reference to the sewage pollution of rivers; and pointed out that in one part of a river the putrefying action may be going on whilst lower down the oxidising action may be proceeding; the river, in fact, going through the process of self-purification. He attributed the action solely to oxidation by atmospheric oxygen, whereas the most recent observations tend to show that what is called nitrification is determined by the action of a living organism. Mr. Warington has bestowed much attention on this subject, and as it is important with reference to the application of sewage to land, the published researches of Mr. Warington deserve to be studied by those who are engaged in sewage disposal.

The recent decisions with respect to the sewage of the

Metropolis and of the Lower Thames Valley will, doubtless, largely influence future cases.

The Royal Commissioners on Metropolitan Sewage Discharge, in their conclusions and recommendations, record this important decision :—" We are of opinion that it is " neither necessary nor justifiable to discharge the sewage " of the Metropolis in its crude state into any part of the " Thames." This sets at rest once and for all the long-vexed question of whether or not the discharge of crude sewage, even into a tidal river like the Thames, permissible.

Discharging the sewage into the sea is apparently the best way to get rid of it in cases where it is agreed that no reasonable prospect exists of utilising it. If the sea can be reached without a costly outfall sewer, and if, when it is taken there, the point of discharge is into a well-defined tidal current permanently carrying it away seaward, such a system has everything to recommend it. But how seldom is this possible !

The confident assertion, so often made, that sewage discharged into the sea is got rid of, is frequently based on too sanguine a hope of its disappearing seaward. In several cases in which I have been consulted, I found that no proper tidal observations had been made when the outfall was selected, and that the sewage, so far from going seaward, turned up again to the injury of neighbouring places, thus entailing litigation and expense in remedying the evil.

The expense of a long outfall sewer tempts the engineer to reduce its length by discharging into a tidal river, which he can call into requisition for the last part of the journey of the sewage to the sea. Take for instance the case of the Metropolitan sewage. It had been suggested that if the outfalls at Barking and Crossness were proved

to be a nuisance, the next step would be to take the sewage away to the sea. But when the point which was supposed to be the sea was defined, it was found to be still the river (although, of course, nearer the mouth), and the effect of discharging crude sewage or sewage water at any such point would only lessen the evil, and not get rid of it as was supposed. In fact, having in view the certain and enormous increase in the volume of sewage which will have to be conveyed to the outfall in years to come, there is fair reason for saying that there was no finality whatever about the proposal. Such places as Southend would be between the outfall and the sea, and would certainly have ground for apprehension.

So far then as the Thames is concerned, the discharge of crude sewage into (what was called) the sea has been negatived by the Royal Commissioners, who have decided that even as near to the sea as Hole Haven only sewage "properly clarified by separation of its solids" is to be permitted.

The Lower Thames Valley Main Sewerage Board proposed last year to carry out a scheme for dealing with the sewage of their district at one point (Mortlake) by chemical precipitation *per se*, the effluent being discharged into the Thames at that point without passing through land or an artificial filter. This was approved by the Local Government Board, but was rejected by a Committee of the Commons. In the special report which was made by the Committee they expressed the opinion that the sewage could be treated more speedily and with greater efficiency and economy if the district were formed into groups, and that "the process of "filtering the chemically-purified effluent through earth "ought, if possible, to be adopted." They further stated that they were "satisfied also that the oxidising power of "the Thames water on the purified effluent will be most

" effective when such effluent is delivered at several points " in the river. The disposal of the compressed sludge for " agricultural purposes will be more easy if it is produced at " several sewage works."

Sir JOHN LAWES has advanced the novel theory that, as the difficulties which attend the disposal of sewage on land has prevented agricultural harvests being realised from it, our efforts should be directed to conveying the sewage to the deep-sea feeding-grounds round our coasts, by which piscatorial harvests would result from utilising sewage as food for fish. He based his argument on what Professor HUXLEY had pointed out at the Fisheries Exhibition in 1883, that a given area of the sea produced far more food in the shape of fish than an equal area of either arable land or pasture land in the shape of corn or meat. The point immediately affected by this contention is that the sewage of London and the surrounding districts should be carried to the sea for the benefit of the fish, instead of being wasted at the outfalls. If the sewage of London could be conveyed to the sea for the benefit of the fish without the serious injury to the amenities of the River Thames which has now been decisively held to exist to an intolerable extent, the suggested advantages, if capable of realisation, might deserve consideration; but the difficulty is to let the fish have as much as is beneficial for them and no more. Experience shows that although fish thrive on fresh sewage they can be killed by an excess of it, or by getting it in an unfavourable condition. The fact that sewage when decomposing deprives the water of its oxygen points to the undesirability of risking the certain destruction of fish from this cause. The fish harvest may probably be utilised in another way—by applying it to land as a manure.

I must ask those who wish for detailed information about sewage utilisation to refer to my book on "Sewage

Disposal," in the Library of this Institution. The facts and opinions given in it have not been disturbed by more recent experience.

The great stumbling-block all through has been that the public were led for years to believe that sewage was a profitable commodity. They have been educated in the hope that it would prove a source of profit if applied to land, whilst chemical-treatment speculators have also contended for the possession of it as if it were a prize. How can it be expected, then, that local authorities should all at once recognise that efficient measures to get rid of their sewage must prove a permanent burthen on their rates, and that the one thing to be considered is what system will involve the least cost, and, at the same time, be effectual?

It may be useful to put on record what I find the cost of chemical precipitation to be in a great many cases with which I have been concerned. Where the works are constructed on land requiring no extraordinary provisions, such as are involved in raising the tanks above floods, or where rock excavations are necessary, the cost of the complete works for precipitation and pressing the sludge in filter-presses averages ·123 of a £ per head. The annual cost of carrying on the works averages as follows:—Chemicals, ·019 of a £ per head; pressing sludge, ·007 of a £ per head; labour, ·009 of a £ per head; miscellaneous, ·005 of a £ per head—total, ·040 of a £ per head. The cost is higher or lower according to whether the effluent is filtered through land and whether the works are in a district where chemicals are cheap. It must be remembered that these figures are for the most perfect arrangement of works employing the best known chemicals as precipitants. Where an inferior standard of effluent will do and the sludge has not to be pressed into cakes, the cost of the works themselves would be less than ·123 of a £ per head,

and the annual cost of working would be much less than ·04 of a £ per head. The foregoing figures are exclusive of any return for the sludge-cakes which are made by the presses. These have a certain manurial value, which will in time be realised, and will result in a reduction of the cost of chemical treatment.

The requisite capacity of the tanks is too often underestimated. If the velocity of flow of the combined chemicals and sewage through the tank be too fast, subsidence takes place to an insufficient extent. I do not consider that any fixed rule can be laid down for the capacity of the tanks. I settle their number, size, depth, &c., according to circumstances—whether the separate system of sewerage is to be in operation, and whether a high standard of purity of effluent is required from the tanks alone or by subsequently passing the effluent through land or an artificial filter.

The precipitation process which was agreed upon by the Lower Thames Valley Main Sewerage Board, and put forward by them last year as the best known process at the Local Government Board Inquiry, and subsequently before a Committee of the House of Commons, was described to the Committee by Dr. Tidy, the following being a summary of his description :—

After screening the sewage, to remove large substances, milk of lime is added. This forms carbonate of lime, which acts as a weighting material for the matters in suspension, thus aiding their deposition. Part of the lime also combines with some of the organic matter in solution, forming an insoluble compound. The sewage is now slightly alkaline, and the organic matter in it is reduced by about 50 per cent.

After an interval of a couple of minutes (during which the particles aggregate together) crude sulphate of alumina and protosulphate of iron in a dissolved state are added

together to it. The addition of the iron has certain advantages which he described as being due to its being a very powerful precipitating agent, and also a disinfectant. The alumina and iron oxide are set free by the alkalinity of the sewage due to the lime, and these combine with a further portion of the organic matter in solution, increasing the suspended matter in the fluid which is deposited as sludge, containing all the chemicals, except, perhaps, a trace of sulphate of lime, which being slightly soluble passes off in the effluent. The chemicals, if mixed in proper proportions, were described as producing the finest effluent which is practicable, having no sewage odour.

Although I do not wish to be identified with any particular system, nor to advocate any special process, yet it is a satisfaction to me to see the prominence which this chemical-precipitation process has attained, inasmuch as I was instrumental in its being adopted some years ago, after experiments had proved to me the advantage of employing protosulphate of iron in conjunction with crude sulphate of alumina and lime.

The Metropolitan Board of Works had some experiments made in 1884 by Sir Joseph Bazalgette and Mr. W. J. Dibdin (their chemist), in order to determine how the sewage at the Barking and Crossness outfalls could be best treated by chemicals. They have reported that the sewage of the Metropolis (estimated at 156,500,000 gallons per day, or for a population of 5,200,000) can be, in their opinion, sufficiently clarified at the outfalls by lime and protosulphate of iron. In order, however, to deprive the effluent of all odour during the summer months, the admixture of manganate of soda, in addition to the lime and iron, is stated by them to be necessary. This is estimated to involve a total capital expenditure of a little under £1,000,000, and an annual outlay of £100,000.

It is inferred from this that without the manganate of soda the effluent from lime and iron alone will have a sewage odour, which I have found to be the case, having noticed it years ago when trying iron and lime. In the evidence which I gave before the Royal Commissioners on the Metropolitan Sewage, I stated that chemical treatment could be applied to these outfalls for a capital outlay of £400,000, and an annual cost of £100,000, taking the lime, alumina, and iron process as my basis. In the before-mentioned report to the Board of Works, it is stated that the addition of alumina to lime and iron makes but little practical difference; but this does not accord with my experience, which is, that the alumina sulphate causes the removal of the sewage odour as well as increases the precipitating action; and this is all-important, considering that the sewage odour means a nuisance.

Another chemical process which deserves special mention, is well known as the A B C, or native-guano, system, now in operation at Aylesbury. The chemicals employed are alum, clay, a little blood from slaughter-houses, and carbon, or charcoal waste. The effluent from this process is one of the best which has been produced from any precipitation process, and is permitted to be passed into the River Thames without any filtration through land. The works and process at Aylesbury afford an illustration of what has been often challenged—namely, that chemical treatment is capable of being carried on without nuisance, at the same time that an effluent of sufficient purity to be passed into a small stream is produced. The process is, however, more costly than where lime alone, or sulphate of alumina, iron, and lime are employed. It must be stated, on the other hand, that the greater cost is said to be justified on the ground that the residual sludge has a value which enables it to cover the extra cost. This point still offers a ground for contention

on the part of those who think that, although all the sludge produced at Aylesbury can be (as it is) sold for the price claimed for it (namely, £3 10*s.* a ton), it would still be doubtful whether such a price could be realised for the large quantities produced from many towns.

The objection to a precipitation system for sewage treatment has always been the trouble and nuisance caused by the accumulation of sludge, which could not be got rid of, except in the case of the A B C, or native-guano, system. This difficulty no longer exists, as a plan is now perfected by which sludge can be pressed into a portable condition, in which state it can be disposed of, as it is made or stored without inconvenience or nuisance until it is wanted. A very good form of press is that of Messrs. Johnson & Co., a model and diagram of which are shown. The operation consists in pumping the fluid sludge (containing about 90 per cent. of water) into a series of discs, which are grooved over their surfaces. On these surfaces filtering-cloths are placed, through which the liquid from the sludge passes and is carried off by the grooves. Some years ago I proposed the application of links to connect the discs together, so that by pulling forward a crosshead the whole series were opened. A model of this is shown. The best way to subject the fluid sludge to the necessary pressure against the filtering-discs is found to be by using compressed air, at from 100 lbs. to 120 lbs. per square inch, which forces the sludge into the space between the filtering-discs. The process of filtration occupies about an hour, when the sludge is reduced to a consistency of from 45 to 50 per cent. of moisture and is in the form of a portable cake, which can be still further dried if worth while, by exposure to the air or by heat.

The manurial value of this cake varies with the chemicals used. I have been unable to reconcile the values which chemists assign to these sludges with the agricultural

results. Chemists base the value on the proportion of ammonia, phosphate of lime, &c., in the sludge, and it is assumed that these are capable of being assimilated by plants. Mr. Warrington, in his interesting and valuable researches into the production of nitrates in the soil, shows that nitrification, like all other kinds of fermentation, is affected by the presence of antiseptics. This may account for the sludge from some chemical-precipitation processes not producing the agricultural results which, theoretically, were anticipated, or to the sludge being applied before it has recovered from this arrested putrefaction.

Chemicals as precipitants were once used which had a high fertilising value, the expectation being that they would enhance the manurial value of the sludge. The amount of this material, however, which passed off in solution and was lost, prevented the system from answering.

The chemicals and materials used for precipitation should be chosen for the twofold purpose of effecting the best purification, with the production of the smallest bulk of sludge. This, when made portable, would bear the cost of application to land, with the prospect of the manurial constituents being assimilated. Some chemicals accomplish this better than others.

The late Dr. Voelker considered that the sludge produced from using sulphate of alumina and lime as precipitants had the advantage of yielding a minimum bulk of solid with a maximum amount of the manurial constituents of the sewage. The phosphates deposited, however, are chiefly in an insoluble form; and the addition of a salt of iron to the alumina, or the presence of iron in the alumina sulphate, besides increasing the precipitating action, would tend to lessen this. The insoluble phosphates, if left in the ground for a while, are converted into soluble phosphates. The failure to realise the manurial properties which

theoretically exist in sludge may be attributable to their not being in a condition suitable for plant-life.

It was a few years ago only that sewage disposal on land was insisted on as the one system applicable to all places and circumstances. Those who advocated chemical treatment as being a possible means of effecting clarification were scouted. In this Institution (which was one of the earliest bodies to take up this question) I remember, nearly sixteen years ago, a well-known sewage-farm advocate, during a discussion on the utilisation of sewage, objecting to my assertion that the situation of some places did not admit of suitable land being obtained, and expressing his conviction that the Rock of Gibraltar was the only place in Europe where irrigation could not be successfully practised.

Mr. Warrington's observations as to the changes which take place when organic matters come in contact with various soils show that the action which was once termed oxidation is not solely due to atmospheric air (as was stated in reference to river pollution), but is largely caused by a living ferment of the bacteria family. These organisms are developed and nourished by the nitrogenous matter in sewage when they are brought into contact with the soil, absorbing the polluting matters, and at the same time converting them into nitrates for the nourishment of plant-life. The utilisation of the manurial constituents of sewage by vegetation takes place in the depth of soil from which the roots of the plants derive their nourishment. The oxidation of the organic matters, however, continues throughout the depth of soil which the foul water passes through to the underdrains; and this requires to be kept in view in applying large volumes to filtration areas.

The application of sewage to land of suitable kinds is undoubtedly the best way to utilise the manurial constituents of the sewage, but employing the soil for agricultural or for

purification of sewage purposes have been too much confounded.

I think that all experience points to the conclusion that where the sewage of a larger population than about 100 to the acre is applied, the grosser solids must be strained from the sewage before it is distributed. Where the solids are strained from the sewage, and where the land is of an open, porous character, and is thoroughly drained to a depth of five or six feet, the proportion of population may be taken as high as from 900 to 1,000 to an acre. If the solids are not strained off the proportion would be much less, as the soil is then called upon to absorb the solid portions of the sewage. These, if removed by straining, could be conveyed (preferably of course by gravitation) at intervals, to specially-prepared plots, to be dug in or otherwise dealt with. If the levels admit of it the straining-tanks should be constructed so that the sewage passes *upwards* through the filtering medium, leaving the sludge beneath, free from exposure to the air, and causing no nuisance.

The removal of the grosser particles simplifies the disposal of sewage on land, and prevents the injury to the roots of crops which is caused by the collection round them of the solids, which, at the same time, produce a nuisance, their decomposition taking place above instead of below ground. The cost of preparing the land varies considerably with the condition of the surface (whether level or irregular) and with the quality of the soil. If capable of being easily levelled and drained the cost need not exceed £30 an acre. If the reverse, the cost might reach £140 an acre.

The ammonia in sewage has been shown by chemists to disappear with the distance travelled; and this points to the necessity for delivering it quickly on to land. The necessity for sewage being discharged in a *fresh* condition on to land, if it is to afford a prospect of the theoretical value of its pro-

duct being utilised, appears to have been lost to view by those who have suggested that, after travelling many miles in an outfall sewer, it would be worth applying to land as much as if it were discharged in a fresh condition. As regards its treatment by chemicals, Dr. TIDY considers that stale sewage is very difficult to treat, and defines the period during which sewage may be regarded as fresh, as within fifteen hours of its production in the house.

Where the available land is stiff clay and unsuitable for purification purposes, it is essential to provide an auxiliary in the shape of specially-prepared filtration areas. The sewage can be utilised on the land at such times as the crops can be benefited by it, but at other times some other means of purification must be provided. It has sometimes been thought that the alternative was the provision of precipitation tanks, where the land was clayey. Recent experience has shown, however, that an artificial filter can be prepared by burning the clay into ballast and replacing it in layers, interposing, sometimes, layers of alluvial soil. The cost of such a filter, in my experience, varies from £700 to £800 an acre. It is quite worth while to expend such a sum on a small area if, as is the case, it enables purification to be accomplished by the oxidising action of the air, instead of by tanks constructed to effect purification with chemicals. Such a filter, if worked with the needful intervals of rest, will purify enormous volumes of strained sewage or effluent. If the solids have not been strained off, and have to be dealt with, the volume capable of being oxidised in these filters is less.

The operations on a sewage-farm, if properly carried on, involve no nuisance. It is where the surface of the land, or of the carriers, or of the catchment tanks, has been clogged with the solids that nuisance occurs. But this is the abuse of sewage, and not its use.

As the application of sewage to land is the only way to completely utilise its manurial constituents, it is important to overcome the difficulties and objections which are met with in profitably carrying on a sewage-farm. The chief one, I think, is found in disposing of the enormous green crops which highly-sewaged land can raise. Thus, one of the advantages of applying sewage to land has not been fully realised, as the time of production of the green crops and the demand for them not coinciding, they are sometimes to a large extent valueless. Any arrangement, therefore, by which that portion of the produce for which there is no immediate demand may be stored for future use, would be of the greatest use to the sewage-farmer. Such a solution of the difficulty is found in the system now known as "Ensilage." Although the importance of this system to those who have opportunities of utilising sewage can scarcely be exaggerated, it has a still wider range of application to farming pursuits generally, as the increasing foreign competition prevents the production of wheat from being as profitable to farmers as the cultivation of crops for feeding cattle.

Our PRESIDENT said, in his Opening Address, that "the "systematic cultivation of wheat in Great Britain must "henceforth be enormously reduced." This suggests that meat and dairy productions must be to a great extent substituted for cereal crops.

The process termed "Ensilage" is the preservation of green crops in a pit, or chamber, called a Silo. All kinds of green crops appear to be capable of being converted into silage, from the finest grass to the coarse stuff that cattle would not previously touch. The crop can be cut and siloed in any weather however wet; but it should not be left cut in the field long, as the sooner it is removed and placed in the silo the more likely is it to turn out good silage, and it should be cut before rather than after the plant has attained maturity.

Before describing the several plans which have been tried for producing silage, it is necessary to say a few words about the chemistry of the subject, in order to make the process clear.

If any green crop be left exposed to the air, the fermentation which begins as soon as it is cut would continue to the putrefaction stage, and the crop would be destroyed for feeding purposes. This fermentation is produced (according to the chemical authorities) partly by the active agency of oxygen and partly by germs which develop into bacteria. The theory of the latter agency is based on PASTEUR's elaborate researches, which showed that certain ferments continue their action without the presence of oxygen or atmospheric air. He described this in words to the following effect:—"The ferments, pro-"perly so called, constitute a class of beings having the "property of living out of contact with free oxygen gas. "One might express the theory in the concise form— "fermentation is the consequence of life without air." It is important to bear this in mind, as much contention has arisen on the point, and it lies at the root of the whole matter.

If the green crop, after being placed in the silo, be left freely exposed to the air for a few days, it heats, and if the temperature be allowed to rise to from 125° to 150° Fahrenheit, the bacteria are killed, and the subsequent fermentation which would have been produced by that cause is arrested. The resulting material is called "sweet" silage, which remains aromatic, having gone through what is termed a "haying" fermentation. If, on the other hand, as soon as the green crop is put in the chamber, it is subjected to pressure, by which the air is excluded as far as possible, and if the temperature does not rise above 100° Fahrenheit at the outside, the bacteria live and develop, and the fermentation is greater than before, leading to the formation of lactic or acetic acids, with a loss of some of the saccharine matters, which become broken up and form new

combinations which partly pass away as gases. The silage thus produced is called "sour," to distinguish it from that termed "sweet," although the difference does not affect the avidity with which cattle eat it, nor its nourishing results.

The fermenting action which takes place in the silo is partial digestion, such as would have taken place in the animal's stomach. It causes a softening of woody fibre and a preservation of the flesh and fat producing ingredients of the green crop. The loss of weight produced by fermentation falls upon those parts of the fodder which have the least feeding effect, such loss comparing favourably with preservation of grass, &c., by exposure to the sun.

If the silage is to be made from coarse stuff, it is sometimes chaffed, which enables it to be more easily stacked, especially if it is to be piled up any height.

When the crop is placed in the silo it requires to be spread evenly over the floor and trodden down, particularly round the walls. After the silo is full, one plan is to cover the whole surface with a layer of straw or heather, and to lay over this 1½-in. or 2-in. boards weighted to a pressure varying from 70 lbs. to 200 lbs. per superficial foot, by which the air is forced out. After the material has been pressed, the weighting arrangement is removed, and more material is added, to make up the vacant space and to utilise the full capacity of the silo. This operation may continue for weeks until the silo is filled. A little salt is sometimes added to the material when placed in the silos; but this is not essential, although it is thought by some to be beneficial to the cattle that feed on the silage.

Before describing the construction of silos, I would mention that ensiling has been accomplished without any chamber at all, the green fodder being simply stacked in the open and heavily pressed, the outer parts being, however, exposed to the air.

This points to the possibility of preventing risk from the heating of hayricks, as the application of pressure to the moist hay would arrest the fermentation which results in a high temperature. In fact, why should not a hayrick instead of being thatched be closed in with an air and water proof cover subjected to pressure?

The construction of silos must depend upon the circumstances which apply to the place where the green crop from the sewage-farm has to be converted into silage. An economical form of silo is of course essential where the outlay of capital is a serious consideration, or where the structure would belong to the landlord. If a tenant builds a silo he should get the landlord's consent in writing, to enable compensation to be obtained under Part 1 of the First Schedule of the Agricultural Holdings Act, 1883.

The best place for a silo is close to the land producing the crop, as well as to the feeding-sheds where the silage is used. A good plan is to place the silo on sidelong ground, so that the green stuff can be put in at the higher and drawn out at the lower level. A good road should be made to both top and bottom. As silage is about three times the weight of ordinary hay, it should be carted the minimum distance. The weight of silage may be calculated by taking 50 cubic feet of capacity as equal to 1 ton.

A pit excavated in ground that will not slip in (or that requires only a very simple support) will suffice, and there are many records of successful earth silos which have been dug out like trenches, about eleven feet at the top, with sloping sides, and of any convenient length. These trenches, when filled with the green crop, are covered up with about two feet of earth.

Where, however, the system is to be worked as a permanent institution, some durable structure would be more economical in the long run. Large silos, well made, and

with smooth walls, to secure even subsidence, will produce silage with a less percentage of waste than small silos with rough sides. Old barns, sheds, or other buildings generally found about farmsteads, have been utilised successfully.

About twelve feet is a convenient depth if the silo is not above ground; in which case less must suffice, unless mechanical means are available for shifting the material. If it is not liable to be waterlogged, it may be put five feet or so below ground; but care must be taken to divert soaks and springs.

A silo too large on the cutting-face involves a large surface in cutting, which means deterioration of a portion of the silage greater than would be the case where it has a smaller cutting-face, in which the silage can be consumed before it is injured by too much exposure after the silo is opened.

In constructing a silo the obvious point to aim at is to enclose the largest cubic space in a water and air tight state, with the least wall-expense. The inside of the silo should be made vertical and smooth by rendering it with cement, so that the material will sink with the least friction. The cost of a permanent silo varies greatly. Where the silo is simply a trench dug in the ground it costs only 5*s*. per ton of green stuff. Others made of brick or concrete cost from 15*s*. to 25*s*. and upwards per ton of green stuff.

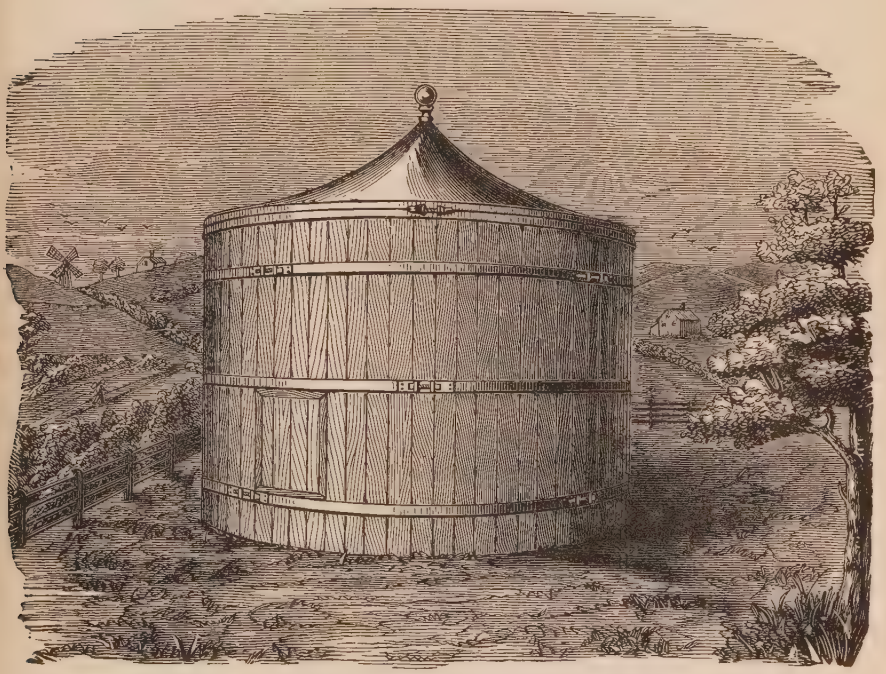
In order to economise labour a good plan is to have more than one silo and to keep filling them alternately, the material in one being left to settle or be pressed down whilst the other is being charged. A few feet more can be added until the several silos are full, when the entrance is closed. This is sometimes built up with stone or brickwork, which is pulled down when the silo is opened.

The weighting of the material in the silo has been the subject of many arrangements, such as earth-boxes con-

taining stone, iron rails laid on planks, cases of water, &c. Pressure is most required to protect the upper part of the material, the lower being pressed by the weight of the superincumbent mass.

Mechanical pressure has been applied by several contrivances such as by POTTER's hydraulic-jack method, JOHNSON's (of Croft) lever pressure, and REYNOLDS' screw-chain pressure.

FIG. 1.



A useful portable silo is shown by Diagram 1. It is made by Messrs. REYNOLDS, and consists of a series of jointed boards clamped together by iron belts, screwed up tight and covered by a water-proof canvas, which makes an air-tight and water-tight chamber. The pressure is applied

to the top of the silage by means of a screw apparatus and chains anchored to the bottom of the silo and passing over rollers to the chain-tightener. This apparatus is moved from point to point and applied to the several crossbeams of the wooden covering. The chains, on being screwed up, exert a pressure of 200 lbs. per square foot, which can be increased or diminished by placing the beams and anchor-chains nearer together or further apart. A man screws up the material once a day or so for about a week, when it ceases to be compressible.

The chemical changes which take place in silos may be considered as open to further research, especially as quite recently Mr. James Howard, M.P., has alleged that sweet silage has been produced by him in a silo without any regulation of temperature, and without the necessity for any top-weighting. It is possible that, although there was no regulation of temperature, the silage reached the required temperature before the silo was closed, so that the fermentation was arrested.

Mr. Howard's silo (Frontispiece) (Fig. 2) was built twenty feet high, of hard bricks, set in cement, and finished off with a channelled stoneware course of tiles. This was closed in with a galvanised-iron roof, the eaves of which dipped into the channel at the top of the wall and formed with the channel an air-tight joint, as water always remained in this groove. Before the roof was put on the silo was filled with unchopped green clover, which was trodden down by boys, and no covering or weighting was employed. The silage turned out fragrant, and had no trace of mould even on the top, where it was not pressed.

Mr. Henry Brassey, M.P., has furnished me with particulars of silos recently constructed for him by Mr. Seymour, at Aylesford. (Frontispiece) (Figs. 3, 4, 5, 6.)

They are built of concrete, in a series of six, each being 10′ × 12′ × 12′, with a centre compartment of 32′ × 12′. Each compartment holds 1,440 cubic feet, which gives, at 50 cubic feet to the ton, about 28 tons to each, with three times that amount to the centre, or a total of 200 tons. The cost was rather less than £300, exclusive of the mechanical pressure. Rye and rye-grass, trifolium, and some hop-bine were the green crops put into the silos, which, when opened in December last, produced excellent silage. Several means were employed for pressing the silage. The Silo G (Fig. 3) had weights applied; silos shown at A, B, C, had POTTER'S hydraulic-jack; Silo D had CHAMPION'S lever and rack; Silo E had REYNOLDS' screw-chain; Silo F had LISTER'S screw and rod.

Fig. 7 shows a simple form of silo with REYNOLDS' pressure, and Fig. 8 shows a suggested design for a silo.

FIG. 7.

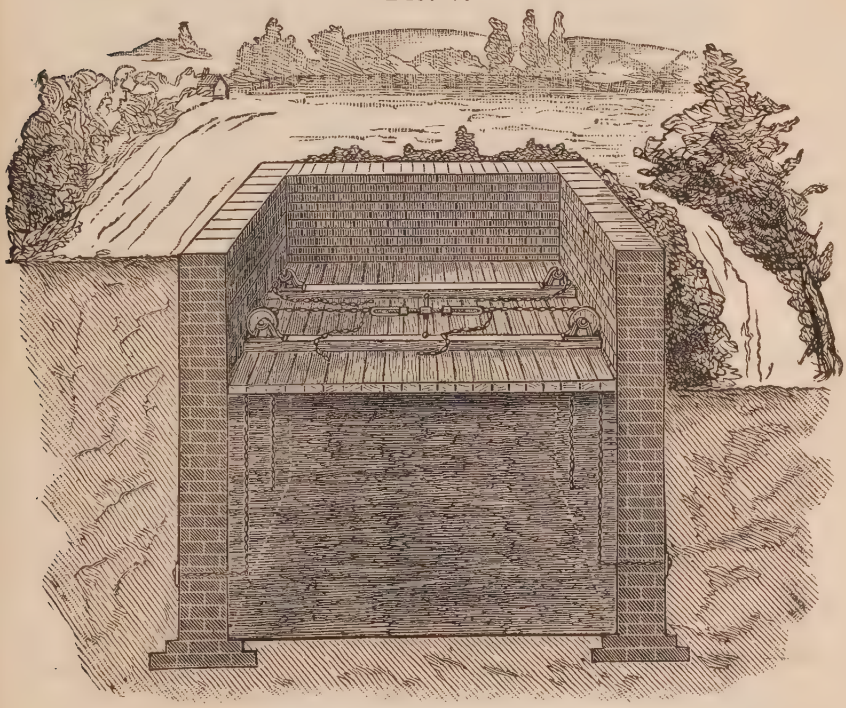
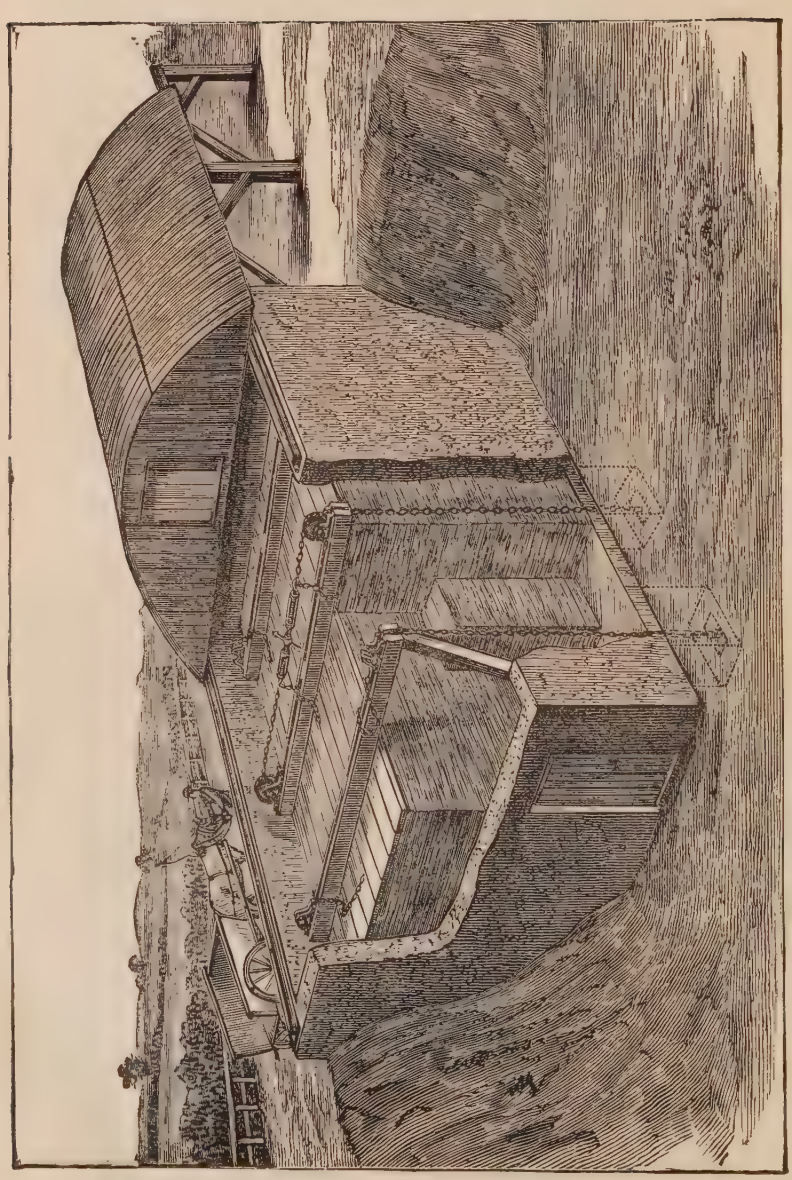


FIG. 8.



The following official Table shows the number of silos in work at various times:—

Number of Silos constructed for the Ensilage of Fodder, as returned up to June 1884.

	Number of Silos.	Total Capacity.	Average Capacity.
		Cubic Feet.	Cubic Feet.
England - -	514	1,477,027	2,873
Wales - -	36	109,222	3,034
Scotland - -	60	275,495	4,592
	610	1,861,744	

Since these returns were issued the number of silos has increased to 1,000. In 1882 there were only 6.

The largest silo returned is in the county of Argyle, the dimensions being 60 feet long, 60 feet wide, and 16 feet deep, having a total capacity of 57,600 cubic feet.

The observations which have been made as to the effect of feeding animals on silage are most satisfactory in every way, and there can be no doubt now of the success of the system. A recent objection to the use of silage as fodder for cows whose milk was to be employed for making condensed milk has provoked much indignant comment, and I have been unable to learn that any ground exists for the objection.

As soon as silage becomes better known it will doubtless be much sought for, and will be transferred to places at a

distance from the locality where it is produced, thus extending the field of demand for it.

To those who are especially interested in the question of ensilage, I may explain that I do not pretend to have touched upon all the points in connection with the matter, having necessarily limited my observations to the main features of the subject with reference to the produce of sewage-farms.

Before concluding, I would say that in order to bring my Paper within reasonable limits I have been obliged to omit many references to individuals who have done good work in connection with the subjects I have touched upon. My acknowledgments are due to many, both professional friends and others, who have afforded me valuable information.

Mr. C. K. Bedells (Fellow) said that, judging from the large attendance of Members, and from the presence of so many distinguished visitors who had made this subject their special study, the discussion could not fail to be both full and instructive; and he would therefore content himself with simply discharging the duty for which he had risen—the moving of a vote of thanks to Mr. Robinson for his excellent Paper.

Mr. C. J. Mann (Fellow) having seconded the vote of thanks,

Mr. J. Bateman (Visitor) said that there were many present well acquainted with the miserable state of things in the county of Essex, which had probably suffered more than any county in England from the severe and prolonged agricultural depression. As an Essex landlord, he had come to the conclusion that it was high time to turn

to something more satisfactory than wheat-growing, and having read about maize-growing in America, had got several of his tenants to try it on various soils—light, medium, and heavy—allowing the maize to grow to maturity, and then chopping it up and drying it as fodder for the cattle. This answered admirably, but it was found impossible to utilise the maize, which grew to a weight of something like forty tons to the acre, without employing the silo—an invention which came as a sort of *Deus ex machinâ* at the very moment it was wanted. They decided after several trials that the best place for the silo was the side of a bank, with a high-level road on the upper side of it. The doors were not hinged, but were simply clayed up, and were therefore air-tight, and there were no drains from the silo. They found that by using silage they not only largely increased the flow of milk from the cows, but improved its quality also, a point of importance, since any one living in the eastern counties was aware that milk or cream as produced from the dairy-fed cows in the wintertime was not of first-rate quality. The silage had proved most beneficial to the cows, and still more so to the ewes at lambing-time, while to the struggling farmers of the eastern counties the system was a most immeasurable blessing.

Mr. W. C. Sillar (Visitor) said that the remarks he proposed to make would be chiefly with reference to that part of Mr. Robinson's Paper which related to the process of purification of sewage, in which he was deeply interested. What was known as the A B C process was at work at Aylesbury, and he thought that the claim of this system to public attention rested almost entirely on the fact that the deposit from the purification possessed a very high agricultural value. A precipitate, composed only of the solid matter of sewage, whether thrown down by simple deposition

or by a simple precipitant, was not found to be of much agricultural value. It was the extracting from the sewage of the very valuable constituents which it held in solution that formed the peculiarity of the A B C process, and gave the manure the value which it possessed.

The best proof of its agricultural value was the fact that for ten or twelve years past it had been regularly sold at £3 10*s.* a ton. There were no stocks on hand (though the process had been in operation day and night for seven or eight years at Aylesbury), the demand exceeding the supply. All those years it had never sold for less than £3 10*s.* per ton, whilst the almost unanimous report from the farmers who bought it was that it was well worth what they gave for it.

If this could be done at Aylesbury it could be done elsewhere, thus avoiding the enormous waste of manurial wealth going on all over England, as well as the positive nuisance which existed in so many places, and which had been so well described in the Paper. If farms were to be made to pay a first, second, or third profit, as Lord Derby put it, the earth must be assisted by restoring to it what it had so liberally yielded.

He preferred sulphate of alumina to lime for treating sewage, on account of the destructive effects of the lime. When deposit was taken from the Aylesbury works, and they wished to show farmers or others that it really contained nitrogenous qualities, they mixed a little lime or other alkali with it, to dispel the ammonia. Although sulphate of alumina was more expensive than lime, he maintained that the additional expense was far more than compensated for by the result. As a mere question of cost to a town for getting rid of sewage it had this advantage, that, whereas every other precipitation of sewage, that he knew of, required to be supplemented by filtration through

land, in order to produce an effluent fit to go into the river, the Aylesbury process did not require it; and as a proof of this he might mention that the Local Government Board having insisted that any town attempting to purify sewage must acquire land for the purpose of filtration, the local authorities at Aylesbury purchased six acres of ground; but during the whole time the A B C process had been at work it had never been found necessary to use the land so provided.

The late Dr. Angus Smith, in his Report to the Local Government Board on the subject, in comparing the relative purity of the effluent from different processes, put side by side the effluent water of the Aylesbury process with the effluent water which Mr. Robinson had mentioned in his Paper, and both came out well, with this difference, that whereas in the latter case it was after filtration through land, in the Aylesbury case there was no filtration of the kind. The acquisition of land for such purposes might or might not be convenient, but there were many places where land fetched so high a price that it would be difficult to get it at all; and in such cases he thought the A B C process should commend itself to the attention of those concerned.

Colonel A. S. Jones (Visitor) ventured, as an old sewage-farmer, to offer a few remarks upon Mr. Robinson's interesting Paper. He would like, in the first place, to call attention to the fact that it was a little premature to cite the Report of the Royal Commissioners on Metropolitan Sewage Discharge. A short time ago the Chairman (Lord Bramwell) published an excellent caution in the *Times*, counselling people to wait for the evidence before commenting on the Report; and it struck him that one or two of the points raised in the Paper would have been put

forward with better effect if Lord Bramwell's advice had been followed.

The modern notions of dealing with sewage had been admirably stated in the present Paper. He was one of the advocates of proper sewage utilisation or purification who had not been carried away by enthusiasm, as many had been who imagined that sewage was a mine of wealth. Considering the agricultural depression which had so long prevailed it was rather too much to expect that sewage-farms would be particularly prosperous—indeed, it was wonderful that they had held their own so well. It was vain to expect sewage-farms to pay the ratepayers or boards of management. The utmost that could reasonably be looked for was relief from a difficulty by getting farmers to take the sewage, and this relief had been secured in nearly every case in which the application of the sewage had been left to the farmers, instead of being undertaken by enthusiastic boards or persons who did not understand the business of farming.

Sewage-farming was of a somewhat special character, requiring more capital and more enterprise than ordinary farming. There was more difficulty also in disposing of the produce. And taking these facts into consideration, sewage-farming was carried on under considerable disadvantages, and would be for some time to come, particularly where undertaken by boards who discussed every little question, and decided one week one way and the next week another. He considered, moreover, that bodies of the kind had no right to any profit. The ratepayers must expect to pay for getting rid of their sewage, and so soon as they could be got to understand that they should give reasonable facilities to the A B C Company, or to farmers who were prepared to deal with the sewage, the question would be got upon a sound footing, and there would be some return obtained

for the manure which was now entirely wasted. He could testify, from his own experience and observation of the business of sewage-farming, that in these bad times it had held its own much better than ordinary farming.

Dr. G. Selkirk Jones (Visitor) said the few remarks which he proposed to make would be from the point of view of the chemist, rather than the engineer. It was a subject to which he had devoted a considerable amount of time and study, having been for some years connected with it as an analytical chemist.

First, as to the A B C process. The *precipitant* which was used in that process was composed of blood, alum, or clay and charcoal; but what he wished to draw attention to was that the blood and charcoal affected a good deal the price of the manure, for which £3 10*s*. a ton was asked. The value of manure in the market depended on the amount of nitrogen and phosphoric acid which it contained, and it was sold on the basis of so many units of those ingredients. The nitrogen in the A B C precipitate was derived to a large extent from the blood, and the phosphoric acid from the charcoal employed, so that the value was first put into it, and afterwards extracted from it. The amount of ammonia was comparatively small, and the amount of phosphoric acid in sewage, as chemists knew, was exceedingly small also.

The question of sewage treatment was not one of purification so much as of clarification. All chemists knew well that, however foul the liquid might be, it could be purified in the laboratory; but to purify a vast volume like the sewage of the Metropolis was a very serious matter, and the cost of doing it would astonish the ratepayers. However, after years of scientific investigation, matters were getting into this focus—that it was entirely a question of clarification

and cost. These were the two chief factors in the treatment of sewage. If lime be added to sewage, it produced an immediate precipitate. Part of the lime went down as a mechanical precipitate only, carrying organic matters with it, a small quantity remaining at first in solution, and being subsequently precipitated. The offensive smell of sewage was enhanced by adding lime to it, as anyone might prove for himself by throwing a shovelful of lime down a privy. Indeed, ordinary smelling-salts were made by adding lime to ammonia salts, the ammonia being slowly given off by the action of the lime. But the effect of the lime in sewage was to deteriorate the resulting manure, and lower its value in the market.

In view of the Report of the Royal Commissioners, it might, he thought, be considered a settled principle that chemical treatment was the only satisfactory mode of dealing with the sewage; and the majority of chemists seem to be agreed that it would be almost impossible to treat sewage satisfactorily without alumina or iron, or both together, because the alumina had a much greater effect on organic matter than lime, and the red oxide of iron not only had an effect on organic matter, but also a deodorising effect on the sewage.

Then, as to the question of cost, which was now got, as it were, into a corner. If alumina and iron were the chief factors in the treatment of sewage, at what price could they be manufactured? He had been engaged for some years past in making experiments on the utilisation of refuse material, and the result had been, to his mind, to point to the utilisation of the refuse from slate-quarries for the manufacture of "argilline" (a crude sulphate of iron and alumina) for sewage clarification. In obtaining a ton of good slate for roofing purposes, no less than ten tons of *débris*, or broken slate, accumulated, and the amount of slate *débris* in this

country represented millions of tons; some districts being covered with perfect mountains of *débris*. He regarded this slate *débris* as the future factor in the treatment of sewage in towns situated in the counties in which it was to be found. Shale and schist were of a similar composition, being rich in alumina and iron. This slate *débris* could be purchased for an almost nominal price. The gentlemen with whom he was connected, and for whom he had made the experiment, could place it at his disposal for very little more than the freight-price from Wales and Devonshire to the Thames, at or about 5*s*. per ton. The carting would be very trifling, for it could be brought up the Thames to the works near Crossness Pumping Station, and it would prove, he believed, cheaper than any other precipitant yet employed.

As to the resulting sludge, or precipitate, no farmer would look at it as it came from the tanks. It was an offensive, tenacious, pitch-like material, which was not only difficult to work into the land, but which clogged up the drilling-machine and ploughs. It was necessary, therefore, in order to get it into the market, so to manipulate it as to make valuable manure from it after its separation in the precipitating tanks, and he was now engaged in experiments with a view of arriving at the result.

Some years ago he was lecturer to three or four farmers' clubs. He did not pretend to tell his audiences how to farm, but to explain scientifically what it was they had been doing all these years, and he thought, in order to get farmers to take this sludge, it would be necessary to educate them by some such means as to its value, and show them how it could be utilised.

On the whole, therefore, it came to this, that the treatment of sewage was chiefly a question of cost. All idea of purifying it must be discarded, the point being to effect its clarification

by the precipitation of the sludge at the cheapest rate, a system of filtration through land doing the rest.

Major W. T. E. Fosbery (Fellow) had listened with great interest to the Paper and to the remarks of the various speakers, especially to those of Dr. Jones, who had said a great deal that was new to him. He observed, however, that Dr. Jones spoke of clarification only and abandoned purification. Having had a great deal to do with sewage matters for many years, he had always attached a great deal of importance to purification. He considered it important to discharge the effluent from the lands or tanks into the river in such a state that no putrefaction should take place further down the stream, and his study of rivers and streams below precipitation works had led him to the conclusion that precipitation works, as hitherto carried on, were not at all successful, but very much the other way.

The author of the Paper seemed to be of opinion that the Rivers Pollution Prevention Act required remodeling, and that its powers should be extended. Certainly, the Act was hardly as forcible as it might be; but at the same time he was bound to say, having lately taken action under the Act with great success, that it placed a very formidable weapon in the hands of any one aggrieved, and, if used properly, was certain speedily to provide a remedy. In the case he referred to, after the necessary three months' notice under the Act, the case was heard in court, and an injunction was forthwith obtained. He mentioned this to show how very speedily a case could be disposed of, and the cost was trifling, as compared with the cost under the old procedure.

With reference to precipitation, Mr. Robinson had alluded to a scheme for dealing with sewage by the Lower Thames Valley Main Sewerage Board at Mortlake. He and

Mr. Robinson were both engaged in that inquiry, and, after listening to much evidence adduced, it struck him that no one was sufficiently informed as to the actual condition of the effluent from tanks—at least a great deal of the evidence given was directly contradictory. It occurred to him, therefore, that it would be well to try experiments, and, in conjunction with Dr. Bostock Hill, the County Analyst of Warwickshire, he obtained facilities for the purpose from the authorities of Birmingham, and after careful experiments they obtained this result—that, whereas in the raw sewage (he was only dealing with ammonia) there were three parts of ammonia in one hundred thousand after treatment in the tank with sulphate of alumina, lime, and protosulphate of iron, only one-sixth part of ammonia was precipitated, *i.e.*, the effluent showed 2·5 of ammonia. Exactly the same results attended the treatment with lime alone. That, after all, was the amount of ammonia which was in ordinary town sewage; so he came to the conclusion that it was hardly satisfactory, so far as precipitants were concerned. But the same effluent from these tanks, after passing through the land, of which, as, no doubt, many were aware, there were large tracts reserved for the purpose at Birmingham, only yielded 0·24 of ammonia, showing what the land had taken up. It would be agreed, he thought, that this was an exceedingly satisfactory result, so far as the land was concerned. He might add that he and Dr. Bostock Hill took samples at Bradford with almost identical results.

As to ensilage, last year he determined to try some experiments, and made a silo which turned out very successful; but what was particularly interesting to him, having laid out a large sewage-farm and having it under his charge since 1870, was to see the result of silage on dairy cows. He took eight cows out of a dairy of fifty. The milk from each cow had been weighed daily beforehand, and the cows were

put in two lots, so that the yield should balance as nearly as possible. He tried the experiments for three weeks. They had been receiving daily 120 lbs. of mangel pulped and mixed with 45 lbs. of hay-chaff, and 6 lbs. of palmnut-cake and bean-flour mixed. No. 1 lot were kept on this food for the three weeks the trial lasted. No. 2 lot had from 60 lbs. to 90 lbs. of silage in the place of roots, which was the only difference.

		lbs.	Percentage of cream.
		First week.	
No. 1 lot.	Total milk,	791½	59¾
„ 2 „	„	975	53
		Second week.	
No. 1 lot	„	811½	56
„ 2 „	„	994	51¼
		Third week.	
No. 1 lot	„	767½	56¾
„ 2 „	„	1,000½	53¾

Samples of the milk were sent to Dr. Bostock Hill, and he reported—

	No. 1.	No. 2.
Solids, not fat	9·62	9·40
Fat	3·81	3·94
	13·43	13·34
Ash	0·76	0·72

and "both samples are of excellent quality."

It would be seen that the difference in quantity in the last week from the second lot of cows in excess of the first lot was 233 lbs. He thought it would be agreed that this was very satisfactory especially considering how very much cheaper the ensilage was than roots. No doubt many present,

like himself, had gone into the question of the cost of growing roots. He found on land worth, say, 30*s.* an acre, with an average crop, the cost was about 12*s.* a ton. The silage was rather more difficult to price, but he found that the actual cost of getting it was only 3*s.* a ton, including cutting, carting, placing in the silo, and weighting. He had been experimenting this year with Italian rye-grass grown with sewage, which was very succulent, and had made much better silage this year by leaving it for 24 hours to dry. Fortunately there was no rain. It came out in magnificent condition, and they were now feeding not only the dairy cows with it, but sheep and horses, and, in fact, the whole of their stock were getting a certain amount with advantage. With a certain quantity of silage on every farm, if the hay was indifferent, it could be cut into chaff with the silage, and the stock would eat it as greedily as if it were of the best quality; and those who were engaged in agriculture well knew what a valuable thing it was to get rid of indifferent hay. He was not so sanguine as to believe that silage could take the place of hay, nor would he wish to see it; but he thought it would in the future be a valuable adjunct to the food of the farm.

Mr. R. Warington (Visitor) observed that remarks had been made on the utilisation of sewage by fish, and he was afraid lest there should be some misapprehension on this point. It must not be imagined that fish fed on sewage, unless that sewage contained suspended matter of the nature of food which they could assimilate. As far as the dissolved matters were concerned, no doubt fish could not feed on sewage in any way whatever. The way in which sewage came to be utilised for the production of fish was that the sewage formed liquid manure for marine and river plants. These plants formed the crops upon which various animal

organisms lived, and which, in their turn, became food for the fish. No doubt, as our sewage was managed at the present time, it was the fish that got the greatest benefit from it, for the dissolved matter of the sewage went out to sea, whatever might be the extent of the suspended matter that remained.

He had listened with interest to the remarks made on the precipitation process; and here again, speaking from a chemical point of view, there appeared to be some misapprehension. As to the action of lime, the amount added was so small in quantity as to scarcely act in any other way than it did in what was familiarly known as CLARK'S purification process, by which hard water was made soft by the addition of a small quantity of lime. The lime did not make the water alkaline, but simply combined with the carbonic acid present, forming carbonate of lime. The effect was the same when lime was added to sewage. What would take place would be a precipitation of lime in the form of fine chalk, which would carry down suspended matters.

As to phosphates, the sludge was in the best form for assimilation by plants when lime only was employed, without the addition of aluminium or iron. Phosphates of aluminium and iron were insoluble, and so far as was known, assimilated with difficulty by plants, whereas all phosphates of lime were more or less capable of assimilation. There could not be the least doubt that it was vain to attempt by chemical means to precipitate the ammonia contained in sewage, and those processes which pretended to do so were simply delusions. Chemists knew no means by which the ammonia could, under these conditions, be precipitated. The lime did not precipitate it, nor did the soil precipitate it. If the drainage water from the soil through which sewage had been passed were examined, nitrates would be found in the place of ammonia. It was true that if a weak solution of ammonia was poured on the soil

it would take it up at first, but it would be speedily satisfied; and if the process were continued the liquid would run through the soil in the same condition as it entered it. The purification effected by the soil was not dependent on its faculty of absorbing ammonia, but on its power of oxidising it and other nitrogenous matters present in sewage.

The author of the Paper had referred to some experiments made at Rothamsted during the last few years on the nature of the oxidising processes carried on in the soil. These experiments confirmed the results of the French chemists who put forward the doctrine that oxidation in the soil was the result of the action of minute organisms of the bacteria family. Mr. Robinson had stated that it was an advantage in constructing filter-beds to burn a portion of the soil, thus making it more porous. He (Mr. Warington) would say, "Do not burn the top soil." Experiments proved that it was the top soil—the first nine inches—which was most rich in those organisms which did all the work of oxidation. Lower down they were present to only a small extent. It might be desirable to burn the subsoil clay into ballast, but he would advise, for the reasons which he had mentioned, the careful retention of the first nine inches of the soil.

He was afraid that silage was being rather overrated. Every new thing that presented itself was going to do wonders, and a great deal of experience had to be gained before delusions of the kind were dissipated. No doubt silage might be useful under some circumstances—where, for instance, hay could not be made, owing to a wet season; and there was no case where this was so likely to occur as on a sewage-farm, where crops were continually coming forward ready for cutting, in a most succulent condition, and in states of the weather when hay-making would be impossible. But, when chemically in-

vestigated, ensilage by no means bore out the flourishing accounts given of it as a feature of ordinary farming.

With regard to the heating process, to which reference had been made, a chemist would at once say that to admit air to a mass of vegetable matter, so as to let it get hot, was simply to burn part of the food in order to heat the rest. It might be palatable to animals, but the heating meant waste amounting, according to some, to a quarter, or more, of the whole—a much greater loss than took place in the hayfield. Nor did the fibre prove, on chemical examination, to have become more digestible. Moreover, English, German, and American chemists had shown that about one-third of the flesh-forming matter put into a silo was not there when the silage was taken out. Accurate experiments were wanted for ascertaining the feeding value of the silage, and until this was determined, farmers, except under exceptional circumstances, should hesitate before spending a large amount of capital in building silos, which they might afterwards find useless. He understood, moreover, that London dairies would not buy milk from silage, in consequence of its disagreeable flavour; and that milk produced by cows fed on clover silage had a decided flavour, he could testify from experience, and it was an important consideration to bear in mind.

It had been said that the production of silage from green fodder was cheaper than roots. He would ask the gentleman (Major Fosbery) who made that statement, in view of the frequent occurrence of very dry summers, when farmers could grow little in the way of grass crops, but could grow 20 to 30 tons of mangel-wurzel to an acre, whether, on the whole, the latter did not represent a greater amount of food than any of the crops which could be grown in the summer season for storage in his silo?

Mr. Robinson, in reply, thought that at that late hour

he should be best meeting the views of all present by confining his observations within very brief limits. In fact, he looked upon the discussion that had taken place as a sort of appendix to his Paper, and to those who had joined in it he tendered his hearty thanks.

With reference to what had fallen from the last speaker (Mr. Warington) (to whom all interested in the treatment of sewage on soil were under the greatest obligations), he apprehended that the question with which he concluded related to a comparison of the relative quantity of root crops and green crops for siloing, which could be grown upon an ordinary farm and not upon a sewage-farm. As to the former he could give no opinion, but as to the latter he could answer for the greater advantage of the green crops.

In conclusion he begged to thank the Members very heartily for their kind reception of his Paper.

The Chairman said he did not propose at that late hour of the evening to sum up the discussion on Mr. Robinson's excellent Paper; but there were one or two points on which he would make a few observations.

Two of the speakers—Mr. Bateman and Major Fosbery—had given their experience as practical men on the question of ensilage. He entirely concurred with both those gentlemen as to its value, having used it since 1882. Each subsequent year he had extended his operations, and had been more and more successful. Not only could he bear out the testimony of Major Fosbery as to the value of silage for dairy purposes, but he could also speak from his own experience as a farmer of its value for feeding young stock, which had shown a marked improvement when fed on it; and he had not only used it himself, but had recommended it on every estate under the management of his firm, and on the farms which, he regretted to say, in common with so many other Land-Agents, they had in hand at the present

time. Last week he opened a silo on his own farm, which he was very doubtful about, on account of the quality of the grass put into it, fully expecting to find the contents very inferior, instead of which the silage proved of the sweetest possible kind, the cattle eating it with the utmost avidity. His cattle were getting nothing but silage at the present time, and he had enough of it, he was glad to say, to last to the end of May.

His experiences of ensilage could be read at length in some letters which he wrote to *The Field* a year or two ago, and he would not therefore take up the time of the meeting further except to say that there were in his opinion only three principal points to be borne in mind. It was perfectly immaterial whether the silos were above ground or under ground, though there were advantages in the plan followed by Mr. Bateman. The first point was that the silo must be air-tight; the second, which he noticed that Mr. Robinson had omitted to mention, but which was absolutely necessary, was the provision of a well at the bottom, say twelve inches square, to take off the liquid—an arrangement immaterial last year, but very necessary the year before, when the season was so wet. The third point was pressure. In his opinion it did not matter much how the pressure was obtained; he, personally, had found ordinary stones the cheapest means of pressure, and they answered the purpose quite as well as the various mechanical devices exhibited at agricultural shows, many of which were quite beyond the means of the ordinary tenant-farmer, especially in these difficult times.

He differed entirely from Mr. Warington with reference to the value of ensilage, believing that farmers would find it to be the greatest discovery of the present century.

The vote of thanks having been put and carried unanimously, the Meeting then adjourned.

No. 219.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, February 23rd, 1884.

MR. EDWARD RYDE (PAST-PRESIDENT), IN THE CHAIR.

The adjourned discussion on the Paper by Mr. R. W. Mann (Fellow), entitled "The Enfranchisement of Urban Leases," and on the Paper by Mr. H. Martin (Fellow), entitled "Recent Proposals for Leasehold Enfranchisement," was resumed by

Mr. R. C. Driver (Vice-President), who begged to express his thanks to the authors of the two Papers for bringing this subject under discussion. He had endeavoured to ascertain the origin of the 99 years' building lease, and had utterly failed in the attempt; but by the records of his firm, dating as far back as 1730, he found that a 99 years' lease had been granted in 1735. In the year 1785 his predecessors granted their first 99 years' building lease.

He failed to see the desirability of compulsory leasehold enfranchisement. He believed such a measure would be attended with great danger to the interests of the freeholder, and that it was totally uncalled for. In all his long experience in connection with building estates in the north, south, east, and west of London, he had never yet had the slightest difficulty in letting land on lease for building purposes at fair and moderate rents, and it was very exceptional indeed for a lessee to desire the option of purchasing the fee-simple.

He maintained therefore that it was not the original leaseholders who wanted to enfranchise.

A freeholder had two objects in view—first to let his land, and secondly to insure that the buildings to be erected were so substantial that they would undoubtedly last for the 99 years' term, and be useful at the end of that period. It was stated by Mr. MANN in his Paper that "jerry-building" was the result of the limited interest of the leaseholder; but he (Mr. DRIVER) utterly failed to see how that could be the case, where the various materials to be used were set forth in the specification attached to the agreement, and where the agent did his duty and saw that every stipulation was properly carried out.

He maintained that on large estates the restrictions as to the user and character of the buildings to be erected kept up the value of the property. As a rule builders had a very limited amount of capital. Credit was their chief mainstay, and they preferred to take a ninety-nine years' lease with a graduated ground-rent to purchasing freehold. Acquiring the fee meant going to considerable expense, first of all for the conveyance and stamps, and in all probability mortgaging in order to complete the purchase. Thus the builder's capital was either much reduced or altogether swallowed up.

The freeholder of large building estates, in order to improve and keep up the character of his property, often provided large open spaces as square gardens. If leaseholders were permitted to enfranchise, he did not see why a freeholder should sacrifice any portion of his estate for a purpose of the kind, as his interest in the improvement of the locality was gone.

Again, rate of interest was an important consideration with investors. Mr. TEWSON rightly stated that there were people who were not satisfied with the ordinary three, four,

five, six, or even seven per cent., and that, if it were not for the leasehold properties, he did not know where interest beyond five per cent. could be obtained. Therefore it was absolutely necessary for the good of the community that there should be a variety of tenures. It was not everybody who desired to live on his own freehold. If a man was a freeholder he was often none the better, and in very many instances much worse off than if he had been the leaseholder.

After a long experience he could safely say that, on a sale of freehold properties let on leases at rack and other rents, it was quite the exception for the lessees to acquire the freehold. It was the general investing public who purchased, and he saw no reason, therefore, for this agitation for Compulsory Enfranchisement.

As to dilapidated buildings, he had had considerable experience with every sort of property, and found, as a rule, that where the tenure was leasehold the building was not only better done, but was kept in better repair than where it was freehold. The building lessee was bound by covenants; the freeholder was unrestricted, and it was he (if any one) who erected "jerry-buildings." It had been urged that the man who built on his own freehold erected, as a rule, more substantial buildings than if he built on a long lease. His experience was exactly the contrary. Very few lessees retained their houses after building them. As a rule the object of a building lessee was to sell as soon as possible, and realise his profit to enable him to carry on further building operations; and as leasehold he could sell it to yield a tempting rate of interest to a purchaser—a rate far greater than if it were freehold.

In places like Park Lane, the residential parts of Piccadilly and Belgravia, Grosvenor Square, Berkeley Square, Portman Square, Bayswater, Kensington, Cromwell Road, and Holland Park, the properties were the freeholds of noble-

men and gentlemen of wealth; and he found when the lessees' interests were put into the market there was a very ready sale for them, but, as a rule, they did not realise more than five, and some only four, per cent. on the purchase-money; the reason of the high prices they realised being the fact that every house was known to be subject to restrictions protecting the lessees against each other. This gave a feeling of security which had a positive value.

He had himself bought a long-leasehold house in the district where he resided, on the estate of Lord KENSINGTON, and was perfectly satisfied with his tenure for the reasons which he had stated.

In the extract from the *Quarterly Review* given in Mr. MANN's Paper, mention was made of fraudulent building agreements. He (Mr. DRIVER) had never met with such an agreement. Reference was also made to the heavy law costs consequent on leaseholds. He had always thought that the leasehold title was the simplest and the least expensive of titles.

In a Paper, by Mr. BLASHILL, "On the Tenure of Land for Building Purposes," read before the Royal Institute of British Architects on the 7th May last, was the following passage:—"A man of ordinary prudence having built sub-"stantially on his leasehold ground will, if he cares more for "his posterity than he does for himself, lay by a sum which "will probably be only a few shillings per annum, to form a "fund which shall, at the end of the term, be equal to the "original cost of the building. If (as may be very reason-"able) he cares more for himself than for his remote and "problematical descendants whom he will never see, he "will allow the matter to take its course. At every "change of ownership whether by inheritance or by purchase, "and at any time during the continuance of the lease, the "temporary leaseholder will know how long the property will

"remain to him and how far that influences its value. If he "has the ordinary good fortune of the London leaseholders of "past times he will be in receipt, during the latter half of the "term, of an income from the property very considerably in "excess of that calculated upon by the original lessee, while "he will still be paying only the original ground-rent of "one-half or one-fifth of the increased value of the building "plot."

A Mr. JOHN HEBB, on the same occasion, stated that "as a rule corporate bodies have no respect for "persons; they let their lands and houses to the highest "bidder, and the old lessee is in no better position than "anybody else. Ecclesiastical bodies are notorious for their "want of consideration for their tenants. Next to them, "probably, come the corporate bodies, such as the City "companies, who invariably exact the utmost value of "their property; and, being immortal, there is no chance "of any alteration in their views. Warden succeeds "warden, and they are all equally rapacious." Now, he (Mr. DRIVER) happened to know something about City companies, for he had been master of one of the largest and wealthiest of them, and had been for many years on its "estates committee," and he declared most unhesitatingly that what Mr. HEBB had written was utterly at variance with the facts. These companies were most considerate to their tenants, and particularly to their trade-tenants, and he believed that all the other great companies acted in a similar spirit.

Where was the hardship of reserving the freehold from the man who has purchased the leasehold with his eyes wide open, knowing it has only a certain number of years to run; who has given a price for it adjusted to the value of the interest he acquires in it, and who has probably neither built the house nor done anything to improve it or

even keep it in order? He could understand that the original leaseholder (or his descendants) if living, might think he had some claim to purchase the fee, or have a renewal of the lease on moderate terms; but a man who went into the market and bought the remainder of a lease, say, of 20 or 30 years unexpired, certainly had no such a claim.

If lessees were to have the right to purchase the fee, was it likely that the great proprietors would come forward and provide open spaces for the people? Would the Corporation of London, for instance, come forward and spend more than a quarter of a million of money in acquiring and preserving places like Epping Forest for the good of the public? Would the Ecclesiastical Commissioners give 100 acres for a park at Highgate, as they had just done; and would the Duke of Devonshire, as he had at Eastbourne, lay out half a million of money on public improvements—in levelling cliffs, making promenades, &c., if liable to be denuded of the freehold, bit by bit? On the contrary, this proposed measure for leasehold enfranchisement would destroy the freeholders' keen desire to improve their estates, and these great undertakings would not be carried out.

The *Spectator*, in a recent article, observed "the State "has no right whatever to take property, even for its own "good—which is, in theory, the good of the whole com- "munity—without full compensation, either in money or in "the services for which, in theory, taxes are taken; the "State has no right to make labourers happy at the cost "of landlords, any more than to make landlords happy at "the cost of labourers." It went on to say that it had "watched, with a certain dismay, the tendency of Radical "opinion in this matter," and asked "whether it is really "necessary, at this time of day, to re-write the Eighth

" Commandment, and teach that it includes the precept, " ' Thou shalt not steal,' even for the poor."

Mr. Broadhurst's Enfranchisement Bill was a very serious proposal, and required a great deal of watching. It would confiscate, in many instances, the interests of freeholders, more especially of those who had been looking forward to developing the remainder of their freehold property. At any rate, if lessees were granted the right to enfranchise their holdings, some better tribunal than the county-court (even though assisted by five jurors) should be provided. It would be better to apply the Lands Clauses Act, adding the usual 10 per cent., or more if thought necessary, and the lessee should not have the power of enfranchising until there were only twenty years left unexpired of his lease, and not then unless absolutely in possession of the original lease. The freeholder, on receiving notice from the lessee of his desire to enfranchise, should have the power to give a counter-notice to the lessee of his intention of at once buying up the lessee's interests—also on the principle of the Lands Clauses Act. Without some such safeguard insuperable difficulties might hereafter accrue to the freeholder in developing portions of his estate. In any case of purchase, the restrictions in the lease should continue in force for the full term granted.

Mr. T. Chatfeild Clarke (Fellow) was of opinion that it was premature to overlay the discussion with detail. The matter was in embryo, and it was merely the question of principle that called for present consideration. Mr. Driver had, he thought, betrayed want of consideration of the principle in using the word "confiscation," which meant the taking away of a man's property without full and adequate compensation. Mr. Broadhurst's Bill, on the contrary, provided for full and adequate compensation, and

also provided that any restrictions accompanying the lease should be treated as continuing restrictions. Happily this was not in any way a party question. Leasehold Enfranchisement Bills had been introduced by both parties in the House,—by Lord Randolph Churchill and by Mr. Broadhurst. It was a question which Surveyors, whose views would certainly be antagonistic to any unjust tampering with property, should look at broadly, and endeavour without prejudice to discover what principles were really involved in it.

It had been laid down as a doctrine by Mill that what was expedient for the nation at large must be the governing principle in dealing with land—land itself being a property peculiar in its nature, and limited in quantity; but he had also laid down very clearly the principle that neither the land nor the landlord must be interfered with without full and adequate compensation. Therefore he contended that, from the point of view of even the advanced economists, there was no question of confiscation in this matter. A great deal had been said about depriving persons of their freedom of contract; but it was too late in the day for an argument of that sort, because the good of the public and of the State had already deprived men in various ways, and by various statutes, of absolute freedom of contract. Therefore it was well for Surveyors, as men of business, to recognise the fact that the interest and the benefit of the State must be, after all, the paramount consideration. And how could the interests of the State be better served than by multiplying the number of freeholders, if it could be done by means that were fair and just to the present owners?

Another point which seemed to him to be at the basis of the discussion was the encouragement of good building. In the able Paper read by Mr. Martin there was nothing which was more striking than the boldness of the writer in

asseverating that the great mass of leasehold building was not objectionable. Was it not a lamentable fact that most of the small leasehold building round London was miserably bad? The instances which Mr. Tewson gave in the course of the last discussion were not at all to the point; for, where a very valuable piece of ground was being dealt with, the value of the building put upon it was of secondary consequence. In the city of London how small in proportion to the value of the whole property was the cost of the building! Therefore Mr. Tewson's illustration of Queen Victoria Street, did not apply.

Mr. Tewson explained that his illustration went to prove that there was a far larger amount of bad building upon freehold land in and around London than upon leasehold.

Mr. Chatfeild Clarke: Another argument referred to by Mr. Martin was that directly a leasehold interest was decaying and shortening there remained no motive for the lessee to improve; but surely that was a very strong and substantial argument against leasehold building. Under the present leasehold system an artificial value was often given to the renewal of a lease, because the landlord had in his hands not only the value of the lease, but the value of the very profitable business which was, perhaps, being carried on on the premises. The landlord, in fact, had not only the power of putting the rent up, but, if the tenant did not accept that rent, he was able to crush his business by rendering him no longer able to carry it on in that particular house.

The whole leasehold system of the country led directly to bad building. He failed to follow Mr. Martin's argument that it was not desirable for the builder to acquire the freehold.

On the contrary, he thought it was most desirable. He could more easily borrow upon freehold, and at a more moderate rate, because there were many trustees who could lend on freehold but not on leasehold securities. To test the question, take a £50 house with a net ground-rental of £7. Say that the £43 (after deducting the £7) is taken on a 6 per cent. table—16½ years' purchase, or £709; then take the ground-rent on the 4 per cent. table at 25 years' purchase, or £175; the two sums together making £884. But the same house put into the market as freehold, well built under proper regulations, ought to be worth 5 per cent., or 20 years' purchase = £1,000. Therefore it was clearly to the advantage of the builder to have the freehold right out.

It was unnecessary in that Hall to recount the horrors of speculative building. Nothing was more demoralising to society than the way in which the speculative builder acted from first to last; and it was the duty of Surveyors to do their utmost to secure the abolition of the system which encouraged this class. He had long desired to hear a Paper read before that Institution upon speculative building, from its genesis with the landlord who wanted to get the very best ground-rent he could, without regard to the class of house erected, to the solicitor who financed the matter, and the builder in his third and fourth stage, which was generally the Bankruptcy Court. Mr. Martin contended that this process was good for the speculative builder; but what had to be looked at was the interest of society at large. Mr. Martin had also stated that it was easy to get good freehold houses of small size. He (Mr. Clarke) maintained, after a pretty wide experience, that it was very difficult to get good small freehold property in London suitable for the working classes. It was difficult also to get model dwellings put up by certain societies on leasehold properties. Therefore the

present system, he maintained, absolutely prevented the erection of those dwellings which were so much for the benefit, the health, and the morals of the people.

He hoped this question would be dealt with generously, and as a matter of principle. It was not, as he had pointed out, proposed to enfranchise leaseholds without full and fair compensation, assessed, if need be, by a jury, many of whom would, perhaps, be householders, and would not be likely to do injustice. In conclusion, he put it to the Meeting whether it was wise or expedient to oppose a very moderate measure by which a man might acquire an interest in that which he would be sure to benefit by, which he would prize, and which would make him a good citizen and a loyal member of the State, and which would serve as a useful counterpoise to the wild schemes prevalent for dealing with land.

Mr. R. F. Sturge (Fellow) said that, having had some experience in the letting of building land in the neighbourhood of Bristol, he proposed to say a few words on the practice which there obtained.

In the course of this discussion, it appeared to have been assumed that there was no alternative between the existing system of short leaseholds and absolute enfranchisement. The abolition of ground-rents would involve two evils. In the first place, it would oblige the builder to buy the freehold, thus locking up his part of the capital which he required to expend on the houses; and, secondly, it would incidentally deprive trustees and others of a valuable form of investment.

In the course of the last discussion, Mr. Blashill said, "What the leaseholder wanted was to have the land upon which his house stood, and, upon fully paying his landlord the value of it, to have the power of dealing with it. That could be effected by a system of leaseholds in

perpetuity." He then referred to this as the practice in Scotland, and went on to suggest that something analogous was wanted in England. Now, that was exactly the practice in letting building land in Bristol and in the neighbouring watering-places of Clevedon and Weston-super-Mare, where the land, though occasionally sold out and out, was far more commonly let either upon perpetual ground-rents or, upon what practically amounted to the same thing, ground-rents for very long terms—1,000 or 10,000 years. This long tenure was adopted for technical legal reasons.

Terms such as 99 or 100 years were unknown, except in the case of old properties belonging to corporate or ecclesiastical bodies, which were formerly held on life leases. These latter were sometimes commuted into leases for absolute terms; but any owner of building land in the suburbs who attempted to grant his land on short terms would find it impossible to do so. In a small watering-place near Bristol, there was some land belonging to the city of Bristol, and as the Corporation had no power to grant for more than 75 years, they had not succeeded in letting it, and had been obliged recently to apply to the Lords of the Treasury for power to grant a portion of the land on perpetual ground-rents, because they found it impossible to dispose of it in any other way. The covenants in this system were of a similar character to those usual on short terms. It appeared to him that this was what was needed. The leaseholder did not want to be relieved from the ground-rent; on the contrary, he wanted to be allowed the privilege of continuing to possess his property on condition of paying it—in other words, he wanted fixity of tenure.

With regard to the question of bad building, which was supposed to result from leasehold tenures, he could not say that his experience in Bristol and its neighbourhood bore out

that theory. The "jerry-builder" was not unknown in Bristol any more than in London. The great majority of houses were no doubt built simply to sell, and to supply the demand for cheap houses; this, and not short tenures, was the principal cause of bad building.

Mr. P. D. Tuckett (Fellow) feared this partook so much of the character of a political question, and one about which the general public imagined themselves quite capable of judging, that any expression of mere opinion might not receive so attentive a hearing as it might be thought to deserve; but there were one or two issues of fact raised by these Papers, and on which much of the general argument was founded, about which some of those now present were exceptionally competent witnesses.

It had been asserted by Mr. Mann, in his Paper, that temporary buildings constructed with shoddy materials were, to a great extent, due to leasehold tenure, and he quoted a somewhat similar statement contained in the *Quarterly Review* of 1872; but neither Mr. Mann nor the quarterly reviewer cited any evidence in support of their respective statements. Mr. Howard Martin, on the contrary, denied that leasehold tenures had any tendency to produce bad building. Here was a distinct issue of fact upon which he (Mr. Tuckett) would mention his own experience.

It was about 33 or 34 years since he first staked out a building plot, and during that period he had been constantly taking part in the development of building estates, both by letting on 99 years' leases and selling freehold sites, and also, in some cases, by adopting the particular tenure mentioned by Mr. Sturge as obtaining at Bristol, or the somewhat similar Lancashire plan of conveying the freehold, subject to a perpetual rent-charge. He had also been letting and selling houses and making surveys of dilapidations of

houses held by each of these tenures, and of every age, from new ones to those where 99 years' leases were just expiring, so that it was impossible that he should not have arrived at a result quite apart from any theory or mere opinion. Were he to consider which result he should at first sight have supposed most probable, he would rather have expected the leasehold ones would have been worse built; but he was bound to say the facts did not bear out this view.

He had seen a great many well-built houses, both freehold and leasehold, and also a great many very badly-built ones of both tenures; but he was bound to say that, although there was no monopoly either way, he had found the largest proportion of really bad building on freehold sites. The very worst were commonly on land the freehold of which had been sold in separate plots before the houses were erected, as was the practice of the various freehold land societies. It was a very curious thing that in an article in the *Builder* (which was apparently for other reasons favourable to leasehold enfranchisement) the protection afforded by leasehold covenants was recognised, and it was pointed out that, if the restrictions existing in leasehold tenures were removed, it would be necessary to introduce other restrictions, and regulation to take their place by Municipal authorities was suggested. If the Metropolitan Board had the duty thrown upon them of deciding in each case such questions as which should be private houses and which shops, and what coloured bricks should be used, and so on, he feared those who wished to build houses would find themselves much worse off than they had been before.

After all, it was not likely that the question of the reversion after 99 years would at all affect the character of the materials used in the building. The value of a reversion after 99 years at 5 per cent. interest was ·15 of one year's

purchase, or under $\frac{8}{1000}$ths of the value in fee. A 1 per cent. commission on the sale of the house would come to more than the value of the reversion; and therefore the item was far too small to have any practical effect in reference to the cost of a building. Besides, although it was quite possible to build a house strong enough to stand several hundred years, it was not possible to build any house likely, on the ground of fashion, to possess an adequate value or be suited to its position without being largely reconstructed after 99 years. Therefore any man building a house, whether freehold or leasehold, must expect to get his return for the building outlay within the first 99 years. The argument that the substantial or temporary character of the original structure has any relation to any differences of tenure beyond the ordinary period of a building lease, therefore, entirely fell to the ground; and those who advocated enfranchisement would do well to wholly eliminate that argument.

As to the true cause of "jerry-building," as it was called, two or three speakers had stated that it was that houses were built to sell. He would have thought it was just the opposite; that such houses were not built so much to sell, as to let and then mortgage; and he believed the real cause of the worst kind of building was the immense number of people (among the lower middle class especially) who liked to take a new house for three years (and seemed to think very lightly of the expense and trouble of moving, but who could not be induced to take the ordinary liabilities of a leaseholder), and the number of people found willing to lend upon mortgage, on the basis of these temporary rents, sums of money which ultimately proved out of due proportion to the real value of these badly-built houses. Given those two classes of people, he was afraid that it was not easy for legislation to prevent the speculative builder, who had little or nothing

to lose, bringing them together, and thereby obtaining a means of livelihood.

Although he was obliged to testify that badly-built houses did not result from building leases, he did not wish it to be supposed for a moment that he preferred leasehold tenure to freehold, or wished to specially encourage the former. If every one as much preferred freeholds as Mr. Driver and he himself did, the increased price of a freehold site, compared to the ground-rent that could be obtained for it, would soon induce more owners to part with the freehold, and to solve the question in a gradual and natural way. In the north of England, where the people did not like 99 years' leases, but were accustomed to pay good prices for freehold sites, they got them; but a walk through the secondary streets of a northern town did not convey the impression that anything was thereby gained as to the character of the buildings.

But there was one real inconvenience about leaseholds, and one that Mr. Mann had evidently felt, and which was probably the cause of his Paper. It might often happen that when a building term was drawing towards its close—say when it had scarcely 20 years more to run—the house might be found to have got out of date and to require large and costly alterations; or the lessee might wish to materially enlarge it. Under these circumstances, it would no doubt be very annoying to the lessee (and to his architect also) to feel that he was hardly justified in spending his money upon it without a renewal, or that he had not the power to make material changes without the consent of his landlord; and if the landlord proved slow to move or unreasonable in his views, cases of hardship would no doubt arise.

He trusted that all Members of that Institution would always be ready to assist in voluntarily removing such difficulties on equitable terms. But the practical question for

legislators in all such cases was whether the grievance could be removed by any general Act, without a great risk of creating new ones or unduly hampering the liberty of private business. Compulsory renewals had been suggested. They would no doubt suit some cases very well; but he had been dealing recently with an estate which was let for 99 years about 90 years ago. It was in a suburb where the land was not very valuable at the time the lease was granted, and the different houses were leased with an inordinate quantity of land behind them. It would be now necessary to make a new road right through the middle of the old grounds of each of those houses, and to remove all the present houses. If one lessee had been able to get a compulsory renewal of his lease in the middle of the estate, he might have ruined the whole, and caused a sacrifice of many thousands of pounds' worth of property. Again, unless the covenants were maintained, that would no doubt be a great grievance to the adjoining lessees; and it was generally supposed that there was a practical difficulty in enforcing such covenants against a freeholder. Mr. Blashill, a District Surveyor, had characteristically suggested that many of these evils would be avoided by giving increased powers to District Surveyors. He (Mr. Tuckett) happened to be responsible for the receipt of the rents and the management of a thousand houses within the metropolitan area, besides a considerable area of uncovered building land, and he was sorry to say that he found amongst some of his clients and others a considerable soreness as to the present and lately increased powers of the Metropolitan Board and their District Surveyors, and the way in which they were sometimes exercised; and if these powers were to be further increased, he feared there might be evils arise which might be no less felt than the inconveniences attending the renewing of leases.

A comprehensive view should be taken of these things.

He did not doubt for a moment that the shoe sometimes pinched in leasehold tenures. As regards the question of the goodwill of a retail trade, that sometimes afforded an opportunity for very hard dealing on the part of a grasping landlord in some fashionable streets, but it would be confined to a comparatively small area, as the difficulty of getting another shop a few doors off was not always quite so great as was represented, except in a few special streets; and this was rather a limited foundation for a general measure, upsetting accustomed tenures all over the Metropolis, and preventing landlords and tenants from freely making their own arrangements. In his younger days, people used to glory in the removal of restrictions of all sorts upon personal liberty and liberty of trade, which had been so general at an earlier period, and in limiting the functions of Government. Now everything seemed changed; a period seemed to have approached when people had forgotten the evils of the old restrictions, and there was an increasing demand for regulating and controlling everything by Government and legislation. For instance, the Government not only now carried our letters and parcels, but they claimed the monopoly of telegraphs and telephones. They not only manufactured arms and ships, and engaged in a great many other businesses, but they controlled education, and through the local governing bodies have in many cases supplied tramways, gas, water, and baths; and now they interfered by restriction or inspection, or both, with the letting of agricultural land, with preserving game, with building houses, with sanitation, with working mines, with working factories, with hiring sailors, and with loading ships; and in consequence of all those modern improvements, the municipal expenditure of England and Wales was said to have increased from £13,000,000 in 1867 to £30,000,000 in 1881, and the total local expenditure of the United Kingdom in the same time, from £36,000,000 to £63,000,000.

No doubt some of the things he had referred to were very beneficial and even necessary as the population became more crowded in great centres, but he did view with considerable distrust the present tendency to push this principle further and further, by regulating and restricting one thing after another. SHAKESPEARE suggested that it may sometimes be better to bear the ills we have than fly to others that we wot not of. He had seen the fussiness of a board of guardians, acting as a local sanitary authority, discourage landlords from improving the houses of the labourers, and he was not at all sure that there was not some danger that the recent movements for the improvement of the dwellings of the poor in the Metropolis might lead to measures which might check the building of workmen's dwellings by private owners, and leave that duty entirely to public bodies, which, he thought, would be a great mistake.

As regards the proposal to apply compulsory legislation to existing leases, such a measure must have one of two results. Either the compensation would be adequate, and include consequential damage, where such can be proved, by severing an estate or otherwise, as provided by the Lands Clauses Act, in which case such an Act would only be put in force in some special cases, where some particular lessee had a special object to gain; for Mr. DRIVER had stated that lessees did not, as a rule, buy the bulk of their freehold ground-rents, even when offered by auction: Or the compensation would be inadequate, as it certainly would be if confined to the bare market price, assuming a willing vendor; and if so, many cases would arise in which great injustice would be done, especially to owners who might sustain consequential injury through the breaking up of a compact estate, and so preventing any scheme for future improvement, or for maintaining the special character of a property.

It was an entirely new suggestion to grant such compulsory

powers for merely private objects, when not required for the supposed convenience of the general public, as in the case of a railway, gas, or water company.

Still, if such legislation should take place, he did not know that Surveyors, as a class, need be specially anxious about it. It was their duty to say what was true and right in the interests of their clients and of the public, but he did not think such changes would particularly hurt the profession, however they might affect the owners of property.

Mr. C. K. Bedells (Fellow) said that in the course of something like 30 years' practice in London his attention had been about equally divided between looking after the interests of lessees and the interests of lessors, and he could not help feeling that the evils attaching to leasehold property had been very greatly exaggerated. The article which had been quoted from the *Quarterly Review*, entitled "The Pernicious Influence of Leasehold Tenure," might have a spice of truth in it, but was very misleading in the main. In one estate with which he was connected, and which had some 300 or 400 houses upon it, the lessors had never, during the 20 years, received one single complaint. The leases were reasonable, and there were separate covenants for each house. Nevertheless, there were some valid objections to the system which Members would do well to face. The objections at the present time were more political than practical; but still he could not help feeling that now and again there were cases of exceeding hardship. What struck him was, if this principle of the enfranchisement of leaseholds were to be applied, where was it to stop? Was it to apply simply to the original leases, or to all underleases? because, as far as his experience went, the hardships and oppresssion did not, as a rule, originate with the freeholder, the original lessor, but with the

subsequent lessors. A typical case came very lately under his notice in one of the estates for which he was concerned. A man held one of their leases which had only about five or six years to run, and had underlet the premises, but not for the full term. The underlessee had established a very good business entirely by his own exertions, and applied to his lessor (the original lessee) for an extension of the lease. There were houses on each side of him similar to his own, and yet because the man had established a thriving business and, as he put it, could not help himself, his lessor put upon him an increased rent of £30 per annum. This was very little short of confiscation, and meant taking away a large share of the goodwill of the man's business. Surveyors were bound to recognise a fact like this, and he felt quite sure that amongst the Members of that Institution such a course of proceeding would be regarded as entirely indefensible. Of course, if the neighbourhood could be shown to have increased in value when a renewal was asked for, the fact might be fairly taken into account; but he held that agents letting property on lease had no right whatever to touch the goodwill of a man's business.

There might be some truth in the statement made by Mill and adopted by many thoughtful men, that land as property occupied a somewhat peculiar position. It was limited in quantity, and it might therefore be that some legislation was permissible with regard to it which should not be applied to other forms of property. He ventured to suggest that, in cases such as he had referred to, and in cases where the interest of the lessee was very much in excess of the interest of the lessor, there might be given in cases of hardship, instead of the drastic remedy of compulsory enfranchisement, an opportunity of appeal to some qualified tribunal, the lessee making a deposit, so as to ensure that it was not a vexatious proceeding. Thus in cases

of what might be called glaring injustice there would be an opportunity of adjustment.

He was bound to say that there were some advantages connected with leasehold property; though he could not go the length to which Mr. DRIVER went, nor believe that he was altogether serious in preferring, as his remarks implied, a leasehold to a freehold house. What Mr. DRIVER probably meant was that the annual rental of a house on a good leasehold estate was sometimes greater than it would be on a good freehold. By way of illustration he might mention the case of two persons who started about the same time to build houses for themselves. One was in a public office and built upon three or four plots forming part of a freehold estate; the other took a plot on a very good leasehold estate, well managed, and under restrictive covenants. The first of these gentlemen, having a good deal of leisure time, gave a great deal of attention to his garden, planting almost every tree with his own hands. But to his annoyance, a house almost adjoining his own was opened as a public-house, with the result that, after having occupied his house for 15 or 16 years, he was fairly driven out of it owing to the liberty his neighbours enjoyed of doing what they pleased with the contiguous sites. In the other case, owing to the restrictive covenants, made in the interests of all connected with the estate, the property had not degenerated in the slightest degree, but had rather increased in value.

He could not agree with those who urged that the system of leaseholds tended to bad building. His belief was, on the contrary, that the first inspection by the freeholder's surveyor, and the periodical inspection which ought to be made at three and seven years, tended directly to keep up the character of the property. It was the great ease with which speculating builders, men of no reputation and without proper training in their business, got money advanced on buildings, that was

one of the chief evils to be contended against. The average speculating builder in London had scarcely any capital of his own, and therefore could not be got at. If a stop could be put to making excessive advances to such men of straw, a great deal would be done towards preventing the kind of building so much deprecated.

But there were some disadvantages connected with leaseholds, several of which had been dealt with by Mr. Martin in his Paper. As to the allegation quoted in his Paper (page 178) that the leasehold system contributed very much to the bad housing of the poor, he confessed that he had never been able to see how that could be. The difficulty of housing the poor in London was not a question of leasehold or freehold at all. It was simply the difficulty of making it pay. He had recently discussed the point with Mr. Mearns, the author of the "Bitter Cry," and took the opportunity of telling him that he had, in his opinion, greatly exaggerated this feature of the case.

As to the evils of underleases, he had a vivid remembrance of some property in the south of London, which he surveyed for trustees, and served the tenants of a number of houses on both sides of the street with notice of dilapidations. A widow woman who held three or four of the houses complied with the notice, by putting them into very thorough repair and doing everything that was required. It happened, however, that when the original lease was granted, about 100 years ago, the site of the street was a field, and, although this woman had done everything that could be required of her, the others not having done their part, and the lease having to stand or fall as a whole, the poor woman's interest was forfeited. He represented the matter very strongly to his clients, but as they were trustees they had to act strictly within their duty, and great injustice was done. This was no doubt an exceptional case, but such things being possible he thought a right of appeal

should be given to obviate the chance of so manifest a hardship, without having to resort to compulsory enfranchisement to cure the evil.

There was one special disadvantage attaching to leases which he thought Surveyors had not yet sufficiently appreciated—the effect of a grant of former leases by the same lessor. In a case which had recently come under his notice a new lease had been granted of premises recently rebuilt. In it there was no covenant restraining a lessee from objecting to the erection of any building on the adjoining land which might be approved by the lessor's Surveyor. The premises so rebuilt were altered so that the windows were greatly enlarged, and the access of light was changed, and, owing to the grant being without limitation, great inconvenience and litigation ensued, and it was found impossible to rebuild the adjoining premises as was intended, as the lights in the first named had been granted a year before by the same lessor, and, therefore, although *modern*, these could not be in any way interfered with either by the lessor or by the lessee of the adjoining premises deriving title from him. He could instance other cases of the same kind, were they strictly apposite to the present discussion.

On the whole, his opinion was that the case for compulsory enfranchisement had not been made out. The disadvantages complained of did not exist when the estate was in the hands of respectable and high-minded men; and where they did exist they could, he thought, be met by some form of appeal, such as he had suggested, without the necessity of having recourse to measures of the kind under discussion.

On the motion of Mr. Crickmay, on behalf of Mr. E. Ryde (Past-President), the discussion was further adjourned to the next Meeting.

No. 220.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, March 9th, 1885.

MR. W. J. BEADEL (VICE-PRESIDENT) IN THE CHAIR.

The adjourned discussion on the Paper by Mr. R. W. MANN (Fellow), entitled "The Enfranchisement of Urban Leases," and on the Paper by Mr. H. MARTIN (Fellow), entitled "Recent Proposals for Leasehold Enfranchisment," was resumed by

Mr. E. RYDE (Past-President) who said he agreed with Mr. CHATFEILD CLARKE that "it was premature to overlay the discussion with detail;" that "the matter was in embryo," and that "it was merely a question of principle that called for present consideration." But he was afraid, however, that this was the whole extent to which he agreed with him. The word "confiscation" had been mentioned and objected to in connection with this subject; but he thought that it might almost amount to dishonesty if it were made possible, in the interests of one of the parties to a free bargain, to set aside the contract with the aid of the strong arm of the law without the consent of the other. If this was the principle that was to prevail in the business transactions of the future, it was not difficult to foresee what the results would be as regards the position of this country among civilised nations.

Turning to the Papers under discussion, he observed that both Mr. MANN and Mr. MARTIN had expressed their inability to trace the origin of the leasehold system. He did

not believe that any definite origin could be assigned to it. It had grown up gradually out of the general system of land tenure prevailing in England from early historic times. The germs of it would probably be found in Anglo-Saxon times, in the days of *ceorls* and *thanes*, and, later, in the relations of the various classes of tenants and serfs to their lords in feudal times.

One of the tenures the origin of which could be traced to the Norman period was what was now known as "*customary freehold*," and when the feudal system, in course of time, gave place to the copyhold system, and the copyholder became a tenant for life, the "customary freeholders" consented to put their tenants into the same position as the copyholders, and granted them leases for lives.

Coming nearer to modern times, it was found that these leases for lives were very objectionable, as their duration was most uncertain, and long leases for fixed periods gradually took their place. This he believed to be, in a few words, the history of the leasehold system.

The origin of the 99 years' term was not difficult to trace. It arose from the fact that a lease for 100 years and upwards carried a larger stamp-duty than a lease for 50 years and under 100. So much for the history of the subject.

The question under discussion came to this—was it desirable to have leases at all? for, if leases were to be capable of enfranchisement, without the consent of the lessor, it might become a question with freeholders whether the disadvantages were not such as to counterpoise the advantages. Was it not an advantage of the leasehold system, that a builder of limited capital, without being unduly pressed in bad times or driven on too fast, was enabled by the system of agreements for leases to obtain land in large quantities for his purposes without buying it outright, while leaving the landlord with a perfect security? It would be said, "All this is true,

but the result is that houses are badly built." But surely if this were so it was the landlord's own look-out. It was in his power, if he chose to do so, to say to the leaseholder, "You shall forfeit your money if you do not build in accordance with the prescribed conditions," whereas, if the builder were building on his own land he could do as he liked, there being no one to restrain him.

If the freeholder chose to neglect his own interests in this respect, it was not the system of leases which was to blame if houses were badly built. But there was no reason why the houses should not be as good as if they were built by the freeholder himself; and until the present agitation arose, houses of the kind offered as good a security as could be met with. Of course, there were leases and leases, but there was nothing inherently unsound in the system. Was the building in which this Meeting was assembled the worse for being leasehold property, or the other houses in Great George Street, which were all subject to leases? He could mention houses elsewhere built upon freehold which, though tenanted, were utterly unfit for habitation. They were built originally with old materials, and no man living could interfere, because the owner was building on his own freehold and doing as he liked with it. He would not be allowed to put up such houses under any lease on the most lax system.

There were good leasehold houses and bad leasehold houses, as there were good freehold houses and bad freehold houses; and so long as there were "*jerry*-builders" there would be bad houses, but they were less likely to be put upon leasehold land than upon freehold land if the proper restrictions were enforced against the lessee by the freeholder. The "jerry-builder" was a very useful person in his way. He would always exist, and that system was the best which placed him under most restraint.

He had very little time for going into figures on the subject, but he would give an illustration, as it had been said that as freehold the property would be more profitable to the builder than as leasehold. He would take by way of example a house letting to a yearly tenant for £40 a year. The repairs of such a house would be £5, and the ground-rent £3 per annum, leaving a net rent of £32. A builder would spend, say, £500 on its erection, on which outlay it would pay him 6 per cent., or £30. What he ought then to do was to put by £1 a year for the whole 99 years as a sinking fund to recover his capital, and this would still leave him £1 out of the £32 to provide for any other contingency.

It was urged that when the house approached the end of its term then was the time that the objection arose to it as a leasehold, but that a freehold, after say 70 years, was of the same value still. Test that case by assuming that at the end of 70 years the lease were put up for sale. To enable a purchaser to make 6 per cent. out of it and get his money back again within 29 years, he could not afford to give more than £394 for it. Interest at the rate of 6 per cent. would amount to £23 a year, and he would have £9 left for the sinking fund, which, at 3 per cent. compound interest, would recover the capital in 29 years. But it would be said that the original builder spent £500. So he did, but assuming he put by £1 a year for a sinking fund, at the end of 70 years this fund would represent £231, which, added to the £394, would make £625 to him for the house which cost him £500 70 years before. Was there any hardship in that?

But it was said that as a freehold unencumbered it would be worth more money. The freeholder's ground-rent of £3 a year would be worth 25 years' purchase, or £75, and the leaseholder's interest of £32 on the 6 per cent. table, £531, the total being £606. This he thought would be the outside value of such a house as freehold.

Then it was said, "How could a man afford to improve a house towards the end of a lease?" Of course a man would not give for the tail end of the lease the same as he would give for a freehold. But assuming he was to spend £100 on a £500 house at the end of 70 years. If he did this on a 29 years' term it would add to his rent £9 a year. His sinking fund, £2, would get him back his money in 29 years, and he would have 7 per cent. on his outlay of £100 to put into his pocket. He must not improve the house unless it was £9 a year advantage to him, and no real objection to leaseholds could be based on this argument.

He would add a word or two about the compensation question. It was urged that it was not proposed to take away a freeholder's land without compensating him. He granted that the word "compensation" was used, but he preferred to put it that it was not proposed to buy a freehold without paying for what was bought. What was compensation? Suppose, for instance, the owner of a *unique* estate, found that in the middle of it he had a little tract of land which was not leased, though all the other land about it was leased for unexpired terms of 40 years. Suppose he said to an intending tenant, "I will grant you a lease of this small piece of land if you take it for 40 years, so that it may fall in at the same time as all the other leases, thus enabling me to deal with this land, as I always intended to deal with it, in one block, and improve it in accordance with a plan I have in contemplation." Was it unreasonable that the owner should have the power to carry out improvements of the kind? But if the proposed Bill passed, such a leaseholder on an estate of the kind might insist upon enfranchising his land and compelling the freeholder to sell. His friend, Mr. Chatfeild Clarke, had said it was a very reasonable thing that he should be able to do so, provided

he paid for it. But he would only be paying for that particular piece of land, while an immense amount of consequential damage would be done by preventing the owner of the estate from dealing with the rest of it in the way he designed. No doubt it would be said that all this could be settled by arbitration; and if a lessee were made liable to the expense and uncertainty of an arbitration, and were bound to pay for consequential damage as well as for land taken, he would soon find out that the advantages of enfranchising his land were not worth the risk of doing so. Nevertheless the freeholder's estate would be damaged by the overhanging power.

All these were points which should be duly set forth in the discussion of this subject by a body like the Surveyors' Institution.

How much better off would the working-man be if he were able to say he was the freeholder of the house he occupied? He could understand the agitation if its object was to advance the interests of a class of middlemen; but working-men would not be a bit the better off. They might live nominally in their own houses, but the majority would mortgage them, and they would be just as badly off in paying the interest on the mortgages as they now were in paying rent, with the disadvantage that the mortgagee would not be in a position to be so lenient as the former owner of the property might probably have been.

He hoped he had said enough to show that he thought it a very serious matter to propose any legislative interference with leases, and, so far as he was concerned, such a measure should have his most strenuous opposition.

Mr. J. R. Bourne (Visitor) said he would have hesitated to take part in this discussion had it not been for representations from one or two Members of the Institution

that, from the position he happened to occupy, he might be able to contribute special information of some value.

He was of opinion that the proposals for the compulsory enfranchisement of leaseholds could only be carried out by a complete revolution. He agreed with Mr. Ryde (and with Mr. Chatfeild Clarke so far as this was concerned) that the discussion of this subject should be something more than a mere nibbling at details, and that the thing should be looked at in its broader and more general aspects, seeing that the present system had grown out of, and was part of, the national being. The system of holding land on lease, particularly building land, was not a thing of yesterday, but was interwoven with the history and the institutions of the country from the earliest times. True, it was not universal in England. As had been pointed out by Mr. Sturge on the last occasion, in the west of England other practices prevailed, and this was the case in the north of England also; but so far as the south of England, and particularly London, was concerned the system of leaseholds had been in existence for ages. It had certainly been in vogue in London for more than 250 years. Mr. Driver had, on the last occasion, given the experience of his firm, and it occurred to him (Mr. Bourne), that it might, perhaps, be of interest and might throw some further light on the subject if he gave the Institution some details gained from the records of the Bedford office.

He found that the system of granting building leases in the central part of London had existed, certainly, for 250 years, and the Members might like, as a matter of curiosity, to see about the first building lease which was granted in the neighbourhood of Covent Garden Market. He ought to premise that, prior to the year 1600, or thereabouts, the district of Covent Garden consisted of fields and gardens. He had brought with him

the original of a lease of the fields of Covent Garden, dated 1599. In the year 1599, in the reign of ELIZABETH, the then Earl of BEDFORD granted the 28 acres of ground forming Covent Garden, and 7 acres, or Long Acre, as the fields were called, on a 21 years' lease to a tenant, to farm as grass and garden land, at a rent of £50 odd, or about £1 16*s.* an acre. That lease expired about 1620, before the growth of London commenced.

A few historical facts might help to elucidate the question of the origin of leases. It would be remembered that in the reign of ELIZABETH and JAMES I. the citizens of London grew very jealous of foreigners (as they called them) coming up from the provinces and settling in London or its outskirts. They became so alarmed that they petitioned Queen ELIZABETH to issue a proclamation to prevent the immigration. The proclamation was issued. But in the reign of JAMES I. the citizens again became jealous and fearful lest they should be interfered with by the incursions of *barbarians* from the provinces, and again petitioned for a proclamation on the ground that, "first "of all, we cannot govern them; next, they will bring "the plague to us; and next, we shall not have food for "them, and we people in the City will become the sufferers." So it happened that Queen ELIZABETH and King JAMES I. in succession issued proclamations prohibiting the erection of any house within three miles of the boundary of the City. These proclamations prevented the erection of buildings for a time, but only for a time; and it so happened that one of the "building sites," (as it would be called in modern parlance) was near to the City boundary belonging to the Earl of BEDFORD; and his (Mr. BOURNE'S) predecessor, the Steward of the day, thought he saw an opportunity of making a good thing by turning the 28 acres of garden into building ground, and commenced to do so, notwithstand-

ing the proclamation, with the result, that he found himself in the Star Chamber at Westminster, and had to pay, or had paid for him, a very serious fine, which for a little time checked the building operations. But when CHARLES I. became King, the Earl had, by the draining of marshes in Cambridgeshire and in other ways, made himself popular with the Government of the day, and this secured a grant releasing these lands from the pains and penalties to which the previous proclamations had made them liable. He immediately commenced the laying out of the estate for building purposes, one of the results being a building lease granted in 1631, which was the oldest building lease he could find on that portion of the estate. This carried the system back, at all events, for 250 years; and he did not suppose that the practice which was introduced at that time was peculiar to this property. He could quite imagine that it was universal in London at the time, and that all building sites then beginning to be covered followed the same rule.

It might be interesting, in examining this ancient document, to note the nature of the old building clauses. The lease was granted for 31 years. What would the builders of the present day say to anyone that had the audacity to propose to them a building lease for 31 years! However, they thought it enough in that day, and the lease, curiously enough, was granted to a man who was described in it as the King's carpenter. Presumably, he was a man who knew what he was about, and that if he took a lease for 31 years of ground in Bedford Street to build on and to pay £7 9*s*. a year ground-rent, it would pay him, or he would not have invested his money. The lease was a very simple one, and consisted of one skin of parchment only; but the building agreement was attached to it, which made it a curiosity, as it was customary in modern days to dissever the documents. The Steward of the day seemed to

be a man before his time; for there was a singular clause in the old lease to the effect that in each house to be built not more than one family should be allowed to live. That was the corrective in the year 1630 for the overcrowding about which so much had been heard in these days.

Another thing struck him as showing how uniformly things had gone on for 250 years. In the building agreement attached to the lease was prescribed the way in which the house was to be built:—That it was to have three storeys; that each storey except the cellar was to be at least 10 feet high; that the cellar should be at least 7 feet high, and that the front and back walls (and this was rather curious) and all the outside walls should be of brick or stone, and that the walls up to the first storey were to be two bricks thick in length. It was curious that 250 years ago the outside walls, as far up as the first floor, should be ordained to be two bricks thick in length, and afterwards $1\frac{1}{2}$ bricks in thickness—not a bad model for modern buildings. All timber abutting in front was to be of picked oak, and also the window-frames. Then came a clause in the building agreement that if any dispute should arise as to the building it was to be referred to arbitration, and that if the arbitrators could not agree, it was to be referred to the Earl, as umpire, whose decision was to be final. The first leases were for terms of 31 years. For 50 or 60 years after, the leases were for 60 years—a term which was adopted up to the commencement of the present century. Then the custom of 99 years' leases came in. After that, as was known by many Members in the room, the custom of 80 years' leases became established; and the day might come when they might revert to 60 years, or even to 31 years. So much for the history of leases. They had become a long and settled custom amongst English people, and in London particularly; and, this being so, he conceived it would

be impossible by such a crude measure as that recently introduced into Parliament to bring about the contemplated change, and great wrong would come of it if a system which had become, as it were, a national institution, were swept away.

He would not go into figures; but, looked at broadly, the leasehold system was, after all, only a method of investing capital. The land was capital—the bricks and mortar represented capital; and when the land and the bricks and mortar were bought together, it was simply the union of capital, the two (the freeholder and the lessee) becoming partners for a certain number of years, and agreeing that each should use his capital, and each take a certain percentage for the use of that capital. The freeholder, for his share of capital, got a smaller amount of interest, because of the agreement between him and his co-partner, and the lessee got a larger amount of interest because his capital was to be gradually sunk, and at the end of the time to be lost to him altogether. Mr. Ryde had shown most clearly that the calculation was capable of being worked out to the utmost farthing. There was no wrong where two intelligent men came together, each man having capital, and each desiring to use his capital in a prescribed way. There was no wrong done to one of the partners because he chose to enter into a contract that at the end of a certain number of years he should leave his capital, which had been recouped to him in the interval, in the partnership. It was a thing done every day, and if it were done for a screw-factory, or a carpet-weaving concern, he imagined nothing would be heard about it. But it was a serious thing if one of the co-partners was to have a very special protection and the other was to be treated as if he were a fraudulent person. He maintained that the transaction, regarded in the way he had put it, was perfectly intelligible

and just, and he regretted to see, from a report in that day's *Times*, of the proceedings at an enfranchisement meeting held at Oxford on Saturday last, that Professor Rogers, M.P., sent a letter to the meeting, in which he stated that, "The "movement which you are engaged in has my full sympathy. "I do not wish to take any property from any man except "at its full value; but I am sure that the system under "which the ground landlord is able to appropriate a lessee's "improvements at the end of his period is unjust and "injurious; and I am perfectly certain that it unduly "enhances the cost, and increases the difficulty of decently "housing the working-classes." When a man of Professor Rogers' learning and ability dealt with the subject in such language, it was not surprising that men without his advantages of personal culture indulged in extravagant language.

When men entered into a contract it was assumed that they were sane, that they did it with their eyes open and that they knew what they were doing. The arguments used in negotiating for the taking of land showed no want of appreciation of the true nature of the bargain, and it was well-known how keenly the lessee calculated every farthing. Every penny of the ground-rent was tested; every penny of outlay was looked at and became the subject of close calculation, in order that the lessee might be quite sure that within the period of his lease he would get back all the capital that he was sinking in the concern, together with reasonable interest on it in the interval.

There was a fallacy which was sometimes assumed which was, he thought, worth exposing in very unsparing language. It seemed to be assumed by the advocates of this Bill—and by one very able advocate of the Bill in that Hall on the last occasion—that all improvements and all enhancements in the value of a piece of land were the result of the outlay of an individual lessee. There was not a bigger fallacy

going. Was it not the fact that the freeholder himself who leased out a building estate contributed something towards the general enhancement of the value of his land? What meant the giving up of land for the laying out of broad streets and for the formation of squares and crescents? Did the individual lessee do that? Did he contribute to it in any way? What meant the giving up of sites for churches and chapels and public institutions, all of which added to the value of houses, *qua* houses, *i.e.*, to their letting value? But it seemed to be assumed that the only person whose capital had added to the letting value of the houses was the individual lessee, who had contributed only a certain proportion of it; the fact was lost sight of that the freeholder also contributed a share, and enhanced the value of the plot of land for building houses.

Take an instance (and the instance might be repeated all over the kingdom), within his own experience—the town of Tavistock, which belonged to the same owner for whom he acted. In the town of Tavistock the roads, streets, sewers, and open spaces were all formed by the owner of the freehold. The water works were the creation of the owner of the freehold; the grammar school, the markets, and all the public buildings were the property of the owner of the freehold; and the public baths were put up by the owner of the freehold. How, then, could it be alleged that, because a lessee built on the ground, he was the man who made all the improvements, and that he only was to be entitled to the enhanced value of the houses he had built.

There was one other point on which he felt compelled to speak. It had been said that the system of leaseholds tended to bad building. This he utterly denied, and for plain and simple reasons. He had cited a case which

happened 250 years ago, when a lease was about to be granted. Did the stipulations in that lease tend to the erection of *jerry*-buildings? Obviously they did not. Every precaution was taken to secure the erection of good buildings; and it was notorious that, on properly-organised building sites, it was the practice to insure strictly that good sound buildings should be put on the land. But he would go further. Not only did the leasehold system insure good sound buildings being put on the land at the very outset, but also that, good buildings should be kept on the land throughout the continuance of the lease. What meant the heartburnings sometimes heard of when a lessee was being compelled by the freeholder to observe his covenants? The freeholder did it for his own benefit, it might be said. Granted; but, at all events, it secured good building, which was the broad point which was under discussion. It might be selfishness on the part of the freeholder, but the result was that the community at large got better buildings put on the land where a vigilant freeholder exercised the right which the law gave him. He could give one very striking illustration if he might be allowed once more to refer to the experience which he had gained in his own office. He had asserted that the granting of a building lease was conducive to good buildings, both in their inception and continuance, and was equally prepared to maintain the converse—that the granting of the freehold was often conducive to very bad buildings. At the time when his predecessor, to whom he had referred, began this system of building about the year 1660, he advised the creation of a number of little freeholds, side by side with the leaseholds. The building lease to which he had alluded was in Bedford Street, Strand. Running exactly parallel, but a little more to the west, was a strip of land which was left over, as it were, and that strip of ground came to be known by the

name of Bedfordbury. He would give an example of what happened in Bedfordbury, which was granted out by the Earl in a series of plots for houses, at fee-farm rents varying from £1 to £1 5*s.* instead of leases. The character of Bedfordbury was well known. Of all the miserable spots in London it was probably the worst. It was a perfect curse to the estate, being, on the very fringe of it, and yet outside the control of the Steward. Here were a number of small freeholds—the very condition of things which was said to insure good buildings—and what was the result? The place became a bye-word for everything disgraceful, physically and morally, and at last a clean sweep was made of it by the Metropolitan Board of Works under the powers of the Artisans' Dwellings Act.

He could give several other instances did time permit. Without looking at his register he could tell whether a house was granted on a fee-farm grant or on lease. It was only necessary to use one's eyes to see the difference between the two styles of building. He mentioned this to prove that the system of granting leases did not necessarily bring in its wake the erection or perpetuation of bad buildings. On the contrary, he held that one might have bad buildings on small freeholds and worse buildings than on leaseholds forming part of a large estate.

The measure under discussion was as crude as it could be, and had not the mark on it of statesmanship, and he believed it would not become an Act of Parliament for a good many years to come. He regarded it merely as a thing brought up for discussion; but it created an uncomfortable feeling in the public mind, and it rested with a body like The Surveyors' Institution to put the public right, and to create a wholesome sentiment on the subject. They had it in their power, if they would do so in their several circles, to disseminate truth and counteract the unwholesome

and erroneous opinions that were beginning to gain currency.

As he had said, the measure was crude and not calculated to work, and, moreover, it was not honest in its tendency for how could it compensate the freeholder!

One point struck him as showing the wrong-headedness of the measure. Its proposer, and those who supported it claimed that it must be retrospective. If the past were excluded, and the measure made applicable to the future only, there might perhaps be something more to be said in its favour, though, even then, that it would be open to discussion. But a measure that proposed to go back to the past—no matter what the terms were, what the contract that was entered into, or what the consideration between the parties to the contrary—was utterly unworthy of support.

He could not help being struck, on the last occasion, at the manner in which Mr. Chatfeild Clarke pleaded for this measure, on the ground that it was "only a little one." He was reminded of a story with which all were familiar, and which he need not repeat. It was not a little one—it was a measure of confiscation such as could not be commended to the support of any person, having due respect to the rights of parties in regard to property.

Mr. J. W. Penfold (Hon. Secretary) reminded the Meeting it had been suggested that information should be obtained on the Scotch method of dealing with building estates. Some years ago he had had a voluminous correspondence with Edinburgh friends on the respective merits of the English and Scotch systems, and had so attained to some knowledge of the subject. Professor Robertson, of Glasgow (who had taken considerable part in the movement for shortening legal documents), Mr. T. Binnie, F.S.I., and

other friends had kindly sent him several forms of "Feu Charter," which he produced for the information of the Members.*

The first was what was called the "unilateral" form, being the simple grant of a piece of land "for all time," in consideration of a specified "feu-duty"—in fact, equivalent to an English deed for the creation of a perpetual rent-charge. The others were "bilateral" forms—the equivalents of the English building leases for long terms—and contained all the necessary covenants on the part of the "feuar" for buildings to be erected according to approved plans, and the particular uses from which they were to be barred; for keeping in repair and not altering buildings without consent; payment for party-walls; contributions for roads, &c.; with a provision that these covenants should be inserted in all future deeds or assignments of the land; with covenants, also, on the part of the "superior" for production of deeds, quiet possession, and so forth. He might note, in passing, that the penalty for non-payment of rent at the times appointed was the addition of one-fifth to the duty then due, with interest thereon until paid. He might also note the survival of the old custom of a payment of a fine

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* FEU CHARTER.

UNILATERAL FORM.

* I, A, heritable proprietor of the plot of ground hereinafter disponed, in consideration of the feu-duty after specified, do hereby dispone to and in favour of B, and his heirs and assignees whomsoever, heritably and irredeemably, all and whole that plot of ground, &c., &c.; which plot of ground is delineated on a plan endorsed hereon, and subscribed by me as relative hereto, and the same is part of all and whole my lands of X, lying in the parish of P, and county of D; with entry at the term of . . . . . to be holden of and under me and my heirs and successors as immediate lawful superiors thereof in feu-farm fee and heritage for ever; for payment to me and my foresaids by the said B and his foresaids of the sum of £ yearly, in name of feu-duty, and that at two terms in the year, Whitsunday and Martinmas, by equal portions; beginning the first term's payment at the term of . . . . . for the half-year preceding; the next payment being at . . . . . following; and so forth at the said two terms in all time thereafter: with a fifth part more of

of double duty every nineteen years—something like an equivalent of the English copyhold system, but which now in England in the case of a building lease would be met by a small addition to the yearly rent instead of the periodical fine. He would suggest that a digest of the forms should be placed on record in the "Transactions."

Mr. J. G. Rhodes (Visitor) said he much esteemed the favour of being permitted as a stranger and a member of the Executive Council of the Leasehold Enfranchisement Association to address a few words to the Meeting. He took it as a proof of the liberality of the assembly he was addressing that it allowed a hearing to an acknowledged opponent of many of the views which had been expressed in the course of this discussion, and he proposed to avail himself of their kindness to say a word or two on the other side.

What he had to say would be more in the nature of suggestion for consideration than of attempt to lay down hard-and-fast propositions. It was something more than the mere question of property: it was a question of social expediency which he asked the Meeting to consider — the question whether the times did not demand a modification

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each term's payment of liquidate penalty in case of failure in the punctual payment thereof, and interest at the rate of five per centum per annum from the respective terms of payment during the non-payment of the same; together with a duplicand of the said feu-duty every nineteenth year from and after the said term of entry; beginning the first payment of the said duplicand at the term of . . . . . with a fifth part further of liquidate penalty in case of and for each failure in the punctual payment of the same, and the interest thereof at the rate foresaid from and after the term of payment till paid; and I assign the writs, but to the effect only of maintaining and defending the right of the said B and his foresaids in the plot of ground hereby disponed; and for that purpose I bind myself and my foresaids to make the same forthcoming to the said B and his foresaids on all necessary occasions, on a receipt and obligation for redelivery thereof within a reasonable time and under a suitable penalty; and I assign the rents; and I bind myself and my foresaids to free and relieve the said B and his foresaids of all feu-duties and casualties, or sums of money in lieu thereof, payable to my own superiors, now and in all time

of certain customs which had grown up during periods when these modifications were less necessary than at present. It was often assumed that the owners of landed property were entirely within their rights in doing what they liked with their own. He was afraid he was there to contest that view. He held the opinion that property existed for persons, and not persons for property; but it would perhaps make his meaning more clear if, before going further, he stated in broad terms the objects of the Association with which he was connected, and for which he was for the moment the spokesman. These objects so stated, and without going into detail, were to give lessees, on building-lease tenures, the statutory right to buy out their lessors on equitable terms. This was the main object of the association.

The animating spirit which led them to prosecute this aim was, to quote words which he had used elsewhere, that "the fact of possession by the comparatively few should no longer be a bar to the equal right of purchase by the many."

Was there not, he would ask, a material difference between property as land and property as chattels? He saw signs of dissent, but was it not a fact that chattels could be created by the ingenuity of man to almost any extent for which the demand existed, and that this could

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coming, and also of all public and parochial burdens exigible from the said plot of ground prior to the said term of entry; and I grant warrandice; and I consent to registration hereof for preservation: In witness whereof, &c.,

BILATERAL FORM.

This feu contract between A of . . . . . heritable proprietor of the lands and others after described, of the first part, and B of . . . . of the second part, witnesseth that the first party in consideration of the feu-duty after mentioned has disponed, as he hereby dispones, to and in favour of the second party and his heirs and assignees whomsoever, heritably and irredeemably, all and whole that piece of ground forming lot number . . . on the feuing-plan of the estate dated . . . . . which plot of ground is delineated on a plan endorsed hereon and subscribed by the first party as relative hereto; and the same is part and portion of all and whole the lands of X, lying within the parish of Y, and

not be said of land, and more particularly of land which happened to lie within convenient distance of towns, and within the, practically, circumscribed areas in which, under existing conditions of civilised life, people were compelled to take up their abode? Chattel property could always be obtained by those who were willing to pay for it, because every one was more or less willing to sell; but landed property, under certain circumstances, and more particularly building land, was not to be thus obtained, except in inferior situations. He observed that some present disagreed with him on this point also, but to argue it would involve a reference to maps and plans and assistance of other kinds not available at the moment.

A great deal had been said about "the increment of value," and the hardship that this increment should attach itself by a kind of accident to persons who owned land. Theoretically, perhaps, all would admit, no matter which side they took on this question, that the increase in value ought to be divided amongst all the inhabitants of the country, if this were possible; but, as things stood at present, the custom which obtained in granting leasehold tenures produced a result precisely opposite to that which was theoretically desirable, by concentrating in the fewest possible

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county of Z: further these presents are granted with and under the obligations and others following, viz.:—first party reserves power to alter feuing-plan; second party to erect and complete before specified time, and thereafter in all time coming to have and maintain on the piece of ground disponed a building &c., of the value of £ . . ., according to plans, &c., approved by first party; regulations as to building-line; external appearance of buildings not to be altered; payments for party-walls; formation and maintenance of roads, sewers, &c.; restrictions as to shops, &c.; and it shall not be lawful to the second party or his foresaids, without the consent in writing of the first party or his foresaids, to carry on upon the said plot of ground any business of . . . . . , or to carry on any other business, though not above enumerated, which may be considered to be nauseous or hurtful, or which may occasion disturbance to the neighbouring feuars, proprietors, or tenants; all which obligations and others are hereby created real liens and burdens upon and servitudes over and affecting the said plot of ground, and as such are appointed to be registered as part of these presents, and also inserted in all the future

hands the increment of value arising from the general growth of public prosperity. If, therefore, an abrogation of this system of leasehold tenures were to take place, the increment of value which gathered around building sites would be divided amongst a largely-increased number of freeholders, instead of being passed into the lap of one individual who was the lucky possessor of the area in fee-simple.

He was not putting forward what might be called the popular points of this discussion, for those points had already been sufficiently ventilated—such, for instance, as the theory that all buildings on leasehold tenure were bad, and all buildings on freehold tenure good; for he was aware that under each of these tenures both the worst and the best kind of buildings might be met with, and he thought that those who rested their case on any contention of the kind would act more wisely by letting it alone.

A good deal had been said about the supposed disasters, in the shape of consequential damage, which would be likely to ensue from the operation of this measure; but those who advocated legislation of the kind were perfectly prepared to provide for the continuance, subject to public regulation, of all restrictive covenants for the term of the original lease,

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conveyances and investitures of the said plot or any part thereof, other wise the said conveyances and others shall be void and null; with entry at the term of . . . . . notwithstanding the date hereof; to be holden *de me* in feu-farm fee and heritage for payment of the feu-duty after specified, and implement and performance of the whole prestations and others before and after-specified; and the first party assigns the writs, but that to the effect only of defending the second party and his foresaids in the right to the *dominium utile* of the plot of ground hereby feued; and the first party assigns the rents; and he binds himself to free and relieve the second party and his foresaids of all feu-duties and public and parochial burdens preceding the term of entry, the second party and his foresaids freeing and relieving the first party and his foresaids of the same in all time thereafter; and the first party grants warrandice; for which causes and on the other part, the second party binds himself and his heirs, executors, and successors, over and above performing the whole prestations above written, to pay yearly to the first party and his foresaids the sum of £ . . . . . in name of feu-duty, and that at two terms in

so that, if damage were proposed to be done to one part of a property by the enfranchisement of another part of it, the restrictive covenants could be invoked to furnish the requisite protection.

It had been shown by figures that a sinking fund, if constituted on a sound basis, would fully reimburse a man at the expiration of his lease; but it was not stated that when the lease was surrendered a considerable value was given over to the freeholder. To take the illustration of the gentleman (Mr. RYDE) on his right. He had assumed an expenditure of £500, and suggested that at the end of the term the house might be worth £330, and that a sinking fund would replace the £500, at the termination of the lease, in the pocket of the man or his assigns who originally built the house. Without going into the difficulty of how a sinking fund was to attach to, and run with, the lease, he might point out that the effect of the arrangement was that what originally cost £500, and which at the end of the building lease would be worth, say, £330, had really cost the public at the end of that time no less than £830—that is the value of the house and the value of the sinking fund added together. It was clear, therefore, that the public would, under these circumstances, have been paying much more than they need; and if this was so, looking at the

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the year, Whitsunday and Martinmas, by equal portions; beginning the first payment at the term of . . . . . 18 . . for the half-year preceding, the next term's payment being at . . . . . thereafter, and so forth, half-yearly termly, and proportionally at the said two terms in all time thereafter, with a fifth part further of each term's payment of liquidate penalty in case of failure, besides the interest of the said feu-duty at the rate of five per centum per annum from and after the same becomes due until payment; together with a duplication of the said feu-duty every nineteenth year from and after the said term of entry, beginning the first payment of the said duplication at the term of . . . . . with a fifth part further of liquidate penalty in case of and for each failure in the regular payment of the said duplication, attour the same itself, and the interest thereof at the rate foresaid from the term of payment till paid; and both parties consent to registration hereof for preservation and execution: In witness whereof, &c., &c.

matter from an economic point of view, the leasehold system needed, at all events, some reconsideration.

A previous speaker (Mr. Bourne) had made an interesting reference to what he called the union of the capital of the freeholder and the leaseholder; but union of capital in the manner stated amounted, in his mind, to the ultimate appropriation of one man's capital by another. The comparison of the arrangement to a partnership was a new one to him, and the lessor seemed to be something more than a partner at the end of the term.

But there were, he thought, other considerations which should weigh with thoughtful men with reference to this question. He had heard it stated as a fact that on the centenary of the first Reform Bill—that is, in the year 1932—unless some change happened in the interval, the then representative of one of the great landowners of London would be in the possession of an income originally arising mainly from building land little short of £5,000,000 a year. Imagine one subject of this realm 50 years hence disposing of—he would not say in the enjoyment of—an income of £5,000,000 a year, derived from dwelling-place areas! Surely this was a fact that called for reflection, because that which had occurred to the full in 50 years was occurring to-day, and occurred every day, and it did not seem to him to be a proper thing that such vast incomes from such sources should be permitted to arise if by any just, proper, and equitable course the evil could be anticipated.

He would conclude with the words with which he commenced—that property was for persons, and not persons for property, and would ask whether, after all, it was not expedient, in the highest interests of society, that something should be done to check these enormous aggregations of property, and to give as many men as possible a distinct and definite stake in the country.

Mr. H. Hayward (Fellow) did not suppose there were many present who would like to go the length proposed in the Enfranchisement Bill in dealing with property; but he thought a middle course might be adopted which would not interfere seriously with the interests of the freeholder, and would certainly much assist in the sale and purchase of property, and would also, he thought, meet all the require ments of the advocates of the Bill.

It often happened (and the experience of others would bear out his own) when persons came to his office to make inquiries about property for residential purposes, that he was able to satisfy their requirements in every respect until he came to state the length of the lease and the ground-rent, which at once put an end to the business, the applicant being satisfied with nothing less than a freehold. This being so, he was of opinion, while fully recognising all the advantages of leaseholds in the shape of restrictive covenants and so on, that the *bonâ-fide* occupiers of property should have the option of buying the freehold of the houses in which they resided, the conditions which attached to them as leasehold being, of course, handed down and attaching to them as freehold.

A speaker on the last occasion had adduced the case of an estate covered with residences with three or four acres of ground attached, and dwelt on the damage which would ensue to the ultimate development of the estate if one of the leaseholders had the power to compel the enfranchisement of his house, perhaps in the very middle of the property. But this might, he thought, be met by giving the freeholder power of appeal to a tribunal of eminent surveyors, which could determine the fact, and, if necessary, restrain the leaseholder from enfranchising the property.

Thus, assuming A to be the occupier of a house and B the freeholder, A would give B notice of enfranchisement,

and if B made no objection or failed in his appeal, A would have to pay B the full value of the property, determined in the same manner as compensation under the Lands Clauses Consolidation Acts, with the usual 10 per cent. added.

In this case B would not be damnified, and A, having his own house to live in, would spend more on it than the freeholder would have done, thus improving the character of the house, finding employment for the building trades, and giving a stimulus to the property market, as B would then come into the market to replace his investment, whereas A, who only purchased for occupation, would not otherwise have invested in house property.

Mr. W. Fowler (Fellow) said that there was one difficulty which beset any one who, like himself, was unlucky enough to come in at the fag end of a long discussion, and that was that, whatever he might have intended to say, it was a moral certainty had been already said—and ten to one, had been better said—by some previous speaker. He felt so strongly that this was his own case, that he would omit all the remarks he intended to make, except one with reference to the state of affairs in Birmingham, which might perhaps interest the Meeting.

He might venture to say that considerably more than the half of Birmingham was built upon leasehold tenure, chiefly on 99 years' leases; but recently lessees had been commonly found willing to expend ten, fifteen, and twenty thousand pounds in the erection of superb piles of buildings upon lease for 75 years only, and subject to annual ground-rents of £1 to £2 per square yard, and he believed even more in some cases. The block of buildings in which his own offices were situated had been recently erected under the following circumstances. In 1879 the property was leasehold for an unexpired term of 70 years, out of a 99 years'

lease. The area was 1,325 square yards, and the ground-rent £73 16*s.* per annum. The lessee died, and his executors sold the lease by auction. A Scottish insurance company gave £26,500 for the lease, bought out some of the tenants, pulled down all the houses and shops, and expended £40,000 in the erection of a block of offices and a bank.

As regards the quality of the building, he could only say that if it had been intended for the residence of a nobleman it could not have been better built; and it was evident that here there would be a large amount of what people were pleased to call "unearned increment" at the end of the lease, and this of course would go into the pocket of the ground-landlord. He mentioned this fact to the Secretary that morning, and he replied, "Oh, it will pay us well enough. We shall get back our money and plenty of interest too, upon the expiration of the lease."

This being so, he could not see why on earth the ground-landlord should not have the "unearned increment." Neither could he see why a lessor might not set up as reasonable a claim to the compulsory purchase of the lessee's interest, as that now advanced on the part of the lessee to the compulsory purchase of the reversion. In fact, he had not heard a single reason alleged or argument advanced which would justify so gross a violation of the rights of private ownership; and however plausible it might at first sight appear, he felt certain that when fully considered the good sense of the country would revolt from a proposition which was so repugnant to long-cherished ideas of the rights of property and the rights of individuals.

On the motion of Mr. D. Watney, the discussion was then further adjourned to the next Meeting.

No. 221.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, March 23rd, 1885.

THE PRESIDENT, MR. T. SMITH WOOLLEY, IN THE CHAIR.

The adjourned discussion on the Paper by Mr. R. W. MANN (Fellow), entitled "The Enfranchisement of Urban Leases," and on the Paper by Mr. H. MARTIN (Fellow), entitled "Recent Proposals for Leasehold Enfranchisement," was resumed by

Mr. D. WATNEY (Fellow), who thought the value of the two Papers had been abundantly proved by the very interesting and instructive discussion which they had elicited. He was bound, however, to say, at the outset, that he did not agree with the views expressed in Mr. MANN'S Paper, being of opinion that no alteration in the existing system was either necessary or expedient. With Mr. MARTIN'S Paper, on the other hand, he entirely agreed. It proved conclusively that there was no necessity whatever for any interference with the existing system, which answered every purpose for which it was designed, and the opinions of the Members of the Institution seemed to be all but unanimous in favour of that view.

How, he might ask, could this great metropolis have been built if every building-owner had had to buy the freehold of the land on which his house stood?—a state of things under which the extensive operations needed for housing the London population would have been utterly impossible.

The statement made by Professor Rogers, in a letter quoted by Mr. Bourne on the last occasion, that "the system of leaseholds was injurious, and increased the difficulty of housing the working classes," could not, he thought, be too emphatically contradicted, and he regretted that a man of such eminence had committed himself to a statement so devoid of foundation. He was prepared to say, speaking from personal experience, that any one who chose to go to the Auction Mart could purchase any number of freeholds —a fact that he understood would be proved by a speaker who would succeed him by actual figures extracted from the records of the Auction Mart for the last few years.

An alteration of the existing system had been urged by Mr. Chatfeild Clarke, on the ground of expediency as regards the interests of the nation at large; but, so far as he could understand the Bill under discussion, it was to the advantage of the individual rather than of the nation at large that its provisions were addressed.

One of the arguments put forward by Mr. Clarke was that the builder could borrow more easily upon freehold than upon leasehold. In urging this point Mr. Clarke had, he thought, exhibited a good deal of superfluous sympathy for the builder, who was perfectly well able to take care of himself, and being quite alive to the fact that he could not get his money for less than 5 per cent. or 6 per cent., made his calculations accordingly, and seemed to thrive well enough in ordinary times.

As to the alleged grievance—that lessees were debarred by the existing system from acquiring the freehold, his friend Mr. Tewson had very kindly supplied him with some figures taken out in his office, showing that when ground-rents were sold it was not the lessees that bought them; thus proving conclusively that there was no great desire amongst lessees to enfranchise their property. It

appeared from these statistics that within the last ten years Mr. Tewson had sold, at the Mart, ground-rents amounting to £300,000, for terms varying from 10 years to 90 years, less than 10 per cent. of the buyers being the lessees themselves, and he believed that similar investigations by others would bring out corresponding results.

As to the observation of Mr. Rhodes on the last occasion, he entirely agreed with him, that "property was for persons, and not persons for property," subject, however, to this qualification—that they must buy it if they wished to have it. He also agreed with the dictum quoted by that gentleman, as the "animating spirit" of the body with which he was connected, that "the fact of possession by the comparatively few should not be a bar to the equal right of purchase by the many"—but again subject to the qualification that "the many" must come with money in their pockets to procure what they wanted, when they would have no difficulty in obtaining it. But he was not prepared, no matter how qualified the statement might be, to agree with Mr. Rhodes that "theoretically, perhaps, all would admit, no matter which side they took on this question, that the increase in value ought to be divided amongst all the inhabitants, if this were possible." This was the old theory of the "unearned increment" in its barest form, and he stood there in public to contest it. The equitable apportionment of a property among the parties variously interested was a fair subject of discussion, but the division of any part of it among those who possessed in it no rights of ownership, was a proposition of a most wanton description.

But it was urged that the leaseholder needed protection. Protection against what? It came to this, that an Act of Parliament was to be passed to protect those who happen to have made bad bargains, against the consequences of their own mistakes. If a lessee chose to build a good house on a

21 years' lease (and he had known a case of the kind), could he justly complain, at the end of the 21 years, because his interest determined and his landlord took possession, and in what sense could the fact of his taking possession be pronounced confiscation?

His friend Mr. CHATFEILD CLARKE had quoted a passage from MILL in support of his contentions. It was easy to quote, and it had occurred to him (Mr. WATNEY) as just possible that the same author might furnish him with something equally apposite from his point of view, and he had not been disappointed in the expectation. MILL declares that "the right of property includes then the freedom of acquiring by contract. The right of each to what he has produced implies a right to what has been produced by others, if *obtained by their free consent*, since the producers must either have given it from goodwill or exchanged it for what they estimated an equivalent, and to prevent them from so doing would be to infringe their right of property in the product of their own industry." This passage supported the principle of freedom of contract to its fullest extent and limited the right to acquire to such things as could be acquired by free consent.

How far, might he ask, did this principle of MILL's enter into the views of the advocates of compulsory enfranchisement? He would even put it less generally, and ask how far it entered into Mr. CHATFEILD CLARKE'S views when he said (page 254) that "a great deal had been said about depriving persons of their freedom of contract; but it was too late in the day for an argument of that sort, because the good of the public and of the state had already deprived men, in various ways and by various statutes, of absolute freedom of contract."

It had been shown by Mr. BOURNE at the last Meeting that the custom of granting building leases had existed in

London for upwards of 250 years; and this being so, and the results being what they were, his advice was to let well alone, and go on, as at present, till some better reasons could be shown for a change of system.

Mr. A. Garrard (Fellow) would ask the attention of the Meeting for a short time while he gave a little of his experience in dealing with building land and properties generally in and around London. His experience had extended over thirty years, and he had seen many hundreds of acres covered with thousands of houses, and some millions of money spent in their erection; and he thought he might claim, therefore, to have some knowledge of these matters, and he hoped to show by relating the following facts that many advantages appertained to the present system of granting building leases, which would be destroyed by the compulsory legislation sought for by some of the speakers, and also that no real necessity existed for such legislation.

As regards the development of building land he would confine himself, in the illustrations he was about to make, to one part of London only—in the parishes of Hornsey and Stoke Newington.

It was necessary to state that dealings with building estates were, like everything else, regulated by the laws of supply and demand. There were periods of progression, and he might almost say periods of retrogression.

Before the year 1866 building sites round various parts of London progressed rapidly for some time, when a sudden collapse took place. Prior to 1866 a portion only of the land to which he referred had been dealt with. One builder had taken a plot of land large enough for one hundred houses, and had put that number upon it. About thirty of these houses were finished, and some two or three

of them were occupied, when a sudden collapse took place in building, and no more of them were let during a period of something like eight years. And not only was this so, but houses that were occupied before, became untenanted, and the remaining houses were left unfinished and apparently without a prospect of recovering themselves. About ten years since a change took place, the houses beginning to let and building recommencing. On the properties referred to, with which he was connected, during the last ten years, 160 acres had been let to some ten or a dozen different builders. About twelve hundred houses had been built and leased—upwards of one thousand of them to persons who had purchased for occupation and investment, but principally, he believed, for occupation. Now this land had been developed by means of a combination which was advantageous to all concerned. There were different owners, and the following was the system upon which the operations proceeded :—The land was let at first at a peppercorn rent, which grew for 3, 5, or 10 years till it became a full rent, so that no money was required for purchasing the land, and the result was that the freeholder got a rent with which he was satisfied ; the builders a profit which enabled them to live ; an army of workmen was kept fully employed, and the public were supplied with property at a price which it answered their purpose to give.

The line of the roads being first determined upon, sewers were next put in for proper and efficient draining, under the supervision of the engineers of the local boards. The roads were next laid out to the minimum width, in London, of 40 feet—a width quite sufficient for ordinary purposes—though some of the main roads were laid out 50 feet or more, at the option of the builder, who often found it answer his purpose to do so. These roads would be laid out and roughly formed by a builder, who would take, say, from 10 to 20 acres, and

by building in a wholesale manner, could of course do so much more cheaply than it would be possible to build single houses. The newly-formed roads would be in a very incomplete state when the houses were first finished, but usable to a certain extent, and advanced a stage further when the houses were fit for occupation and actually occupied. The curbs and footways were usually laid at this stage and the roads completed by the local authorities who levy on each owner a proportionate share of the cost, and subsequently undertake the duty of maintaining them in proper working condition. Care was taken that the builders responsible to the lessors for the erection of the houses were substantial men, and they, in turn, sometimes subleased to smaller men. By these means the erection of a large number of healthy houses was secured; houses that were fairly substantial in character, and in his opinion not unsightly in appearance. Now, these houses could not, he believed, have been produced in any other way so satisfactorily to all concerned; one thing that greatly facilitated their erection being the comparatively cheap manner in which the builders got their money. To say that there was any difficulty in responsible builders getting money on leaseholds, or that it was more costly, was an utter fallacy; in fact, he had not unfrequently known builders applied to to take money on leaseholds that investors have had to lend.

It had been almost asserted that every so-called speculative builder on leaseholds was a scamping builder—an insinuation which he unhesitatingly denied. No doubt there were disreputable persons in this as in other occupations who were equal to any enormity, but it could not be justly said that such builders were typical of the class, many of whom supplied the public with fairly good houses at very reasonable prices, and any Surveyor using ordinary judgment could, as a rule, avoid dishonest builders. He had known

several, so-called, speculative builders for over 20 years—respectable men, who were still doing well in their business, and he did not agree that houses built by them should be shunned by the public. Take some of the builders on leaseholds who had passed away (and there were men in the present day quite as good as they were in their day)—Cubitt or Freake for example. A tenant of one of their houses, if asked, "Have you had your house surveyed?" would probably answer, "No; it was built by Cubitt;" or, "It was built by Freake." He thought it monstrous, therefore, to say of the whole class of speculative builders on leaseholds that they were unworthy to be trusted; in fact, he agreed with the other speakers who asserted that the worst buildings were often found on freeholds.

It was a very important fact that houses being leasehold and surrounded by houses let upon similar terms are materially enhanced in value thereby, and are purchased by occupiers on that account, as they get protection from annoyance they could not otherwise obtain. He knew a case where an occupier on one of the estates referred to, put up a board for a school, though there were plenty of other places equally suitable for the purpose within a short distance. The adjoining lessees who had come to live on the estate for privacy and quiet made representations that they would sacrifice their money and leave their houses unless they were protected from the annoyance, and the landlord did his duty and protected them.

Then, it might be asked, would freehold estates go ahead of leasehold estates in the market? Experience showed that this would not be so. It was now thirty years since he first knew the Kilburn Park Estate. In 1853 or 1854, the whole estate was laid out with roads and sewers. A few plots were sold and built upon, but the last time he visited the estate it was far from being developed. Ad-

joining and surrounding it, leasehold estates of much greater extent had been covered with houses. He was far from saying that a man should be bound to live on leasehold property. Let him do as he pleased. If he wished it, it was open to him to live upon a freehold property, for there was no difficulty whatever in getting it, as the last report of the British Land Company would prove. The chairman said, "I may tell you that the average yearly amount of our purchases for the 29 years during which the Company has been in existence is £81,000," and the "annual amount of sales £122,000;" and further stated that the reason for their not having made purchases last year did not arise from want of money or land, having viewed 41 estates, containing 1,155 acres, but because the land was not sufficiently suitable.

During the last ten years 970 acres had been subdivided and sold for £1,261,754 by this Company. That was a fraction under 100 acres a year disposed of, so that those who wished to have their freehold could get it. He had only dealt with one Society and one portion of the Metropolis, but the facts he had cited were illustrative of the state of things in London generally, and also in some other parts of England.

Next as to artisans' dwellings, a subject which from his earliest connection with London had interested him, perhaps more than any other. The state of things as regarded the housing of the poor thirty years ago was something dreadful to look back upon; but then nobody troubled their heads about it. Some twenty years since Sir Sydney (then Mr.) Waterlow commenced a system of building artisans' dwellings with which he (Mr. Garrard) was to some extent associated. He believed one of the first experiments of the kind was Langbourne Chambers, Finsbury. The plan and system in that case were worked out with the utmost care, and the promoter succeeded in getting the buildings up and

in showing a profit of 5 per cent. No greater boon than this could have been conferred on the inhabitants of London. And yet there were those who held up the finger of scorn and exclaimed, "Is this philanthropy? The promoter would not have invested his money unless he could have made 5 per cent." The great thing was to show that such buildings could be erected to pay a fair percentage, and, while providing accommodation for the labouring classes at a reasonable cost, do nothing to show they were indebted to charity or undermine their feelings of independence and self-respect. Up to the present time about a million of money has been invested in these undertakings by Sir Sydney's Company. The accounts are published yearly, every shareholder gets his 5 per cent., and a fund is put by year by year to provide against the falling in of leaseholds. If Sir Sydney Waterlow had been compelled to sink a vast sum of money in the purchase of the freeholds before commencing his operations he could not have provided anything like the amount of accommodation he has for the class of occupiers for which the dwellings are intended, and he thought that the greatest enemy to leaseholds would not venture to say the buildings erected by this Company were either unsubstantial or unhealthy. He could testify as to the soundness of the buildings, and the health returns would speak as to the latter point.

The large number of freehold sites acquired by the Peabody Trustees proved that there was no great difficulty in obtaining them in London when necessary.

In addition to the above there were many private persons and companies who had erected similar buildings on freehold and leasehold sites, and he was pleased to say that marked progress had been made in supplying dwellings for the labouring poor. On one large property, erected under his direction, people were eager at first to get rooms at 2*s.* 6*d.*

a week. The owner had now to seek tenants at 1*s.* 9*d.* a week. He did not urge that people should stay their hands, but the facts to which he had referred showed, he thought, that the demand had, to a certain extent, already been met.

It had been stated that the freeholder got more than his share of the value of property. This was altogether a fallacy. He let an estate at Paddington some 25 years since at a rent of about £60 per acre; the land had more than doubled in value since, and neither the owner nor the builder participated in this, but the purchasers, who could now in many cases realise 25 per cent. more for their houses than they originally cost, although they were older, and the terms shorter.

It had also been stated that a freeholder got an unfair benefit out of the renewal of a shopkeeper's lease and practically appropriated a portion of his goodwill. As a matter of fact it was frequently the reverse. It was the fact of the tradesman having the use of the freeholder's land that enabled him to develop a business to his own advantage, and to amass in many instances a large fortune. He would refer to one well-known case, though he could cite others. In his younger days, in coming in to London over London Bridge, he remembered a tradesman named Tarn had then first opened a little shop in Newington Causeway. A more just or honourable man, or a more energetic man than Mr. Tarn, perhaps, never existed. Starting, as he had said, with one small leasehold house, he gradually added house to house on the same estate until he became, in time, possessed of the very large premises which were, no doubt, familiar to most persons in that Hall.

This was rendered possible by the fact that all the surrounding houses were leasehold. It was his (Mr. Garrard's) good fortune to have dealings with Mr. Tarn in connection with this property, not with the object of

journals of that period. He was not now going to trouble the Meeting with any opinions, but would lay before them a few historical facts which might be of interest. It happened that he had under his charge very considerable properties in the City of London, and since the last Meeting he had looked up some of the old building leases which had been granted on one or two of the estates. There had not been time to make anything like an exhaustive inquiry; but, so far as he could gather, before the Fire of London, building leases were for terms of 50, 60, and 70 years. Immediately after the fire they were granted for 99 years; no doubt in order to encourage rebuilding, and also probably on account of the more permanent character of the new buildings, which had to be erected in accordance with "The Act for rebuilding the City of London," then just passed, the forerunner of all our Building Acts, and which entered into great detail as to the construction and supervision of new buildings.

By way of illustration he would give the details of such a lease on an estate near Shoe Lane. In the year 1659 a building lease was granted of a piece of land in Gunpowder Alley, 31 feet 6 inches by 60 feet 6 inches, for 67½ years, at 7*s.* 6*d.* per annum for the first 17½ years, and afterwards at £4 10*s.* per annum. On this, four houses were built, which were destroyed by the fire of 1666. In 1669 a new lease of the houses (then rebuilt) was granted to the representatives of the original lessee for 97 years, at a rent for the first 19 years of 7*s.* 6*d.* per annum, and £4 10*s.* after—say, at the rate of 1*s.* for 20 square feet. The leases on rebuilding Cheapside, Wood Street, &c., were on the same model; none of them were granted until the houses were erected, so that approved building was secured. For the curious in these matters it might be noted that in many of these leases not only were the dimensions of the ground

given, but the descriptions and sizes of the rooms in the houses.

With regard to the relations of lessor and lessee, he was able to trace the history of a piece of ground on an estate in St. Giles', Cripplegate, for nearly 250 years. This escaped the Great Fire, and it might therefore be presumed that the ordinary custom was followed. In 1641 the lease of a piece of ground (then a garden) 200 feet by 80 feet, at the back of Jewin Street, where Jewin Crescent now stands, was granted for 48 years at a rent of £4 per annum, about 1*s.* for 200 square feet. On this, fifteen houses were built, seven of brick and eight of timber, arranged as shown on the plan attached to the lease, which he exhibited. The brick houses were all together, and had one room on each story about 15 feet square, with grass plats or gardens in front, common to all. The timber houses were larger, with small gardens, mostly enclosed by walls or fences. Two years before its expiration, this lease was surrendered, and in 1687 a new lease was granted for 41 years, in consideration of "a fyne or incombe" of £900 and a rent of £4—say, equal to a rent of £50 per annum. After the end of the last lease, the timber houses were abolished, and probably those of brick, and 24 brick houses and a distillery were erected and called "Nixon's Square." At the beginning of the present century great improvements were made in the locality; Nixon's Square and several of the courts and alleys were done away with, the streets widened, and Jewin Crescent laid out, partly on the site of this ground. Fresh building leases were granted of the plots fronting Jewin Crescent, as possession could be obtained of the ground, for various terms, some so late as 1825 for 60 years. The rents realised for the plots were 3*d.* to 4*d.* per square foot. Within the past 10 years these leases had been falling in, and further considerable street improvements effected in

conjunction with an adjoining proprietor. The houses built under these last leases had become quite unsuited to modern requirements, and the "fag ends" had generally been surrendered or disposed of to speculators for the purpose of obtaining the first offer of the new plots, which had been let for 80 years at rentals of 2*s.* to 3*s.* per square foot; and buildings of corresponding character and value erected, devoted to commercial purposes.

The above was by no means an isolated case, and some such history would probably attach to a large proportion of London property.

From these facts it would be observed that within 250 years three sets of buildings had been erected, each, no doubt, serving its purpose for the time; and now a fourth had started to run its course, which, according to all experience, as Mr. GARRARD had just stated, would not exceed 100 years. The land had meanwhile increased enormously in value; not by reason of anything the leaseholder had done—for, in order to realise the full value of the ground, the buildings had to be cleared off as incumbrances,—but principally on account of the general improvements effected at the cost of the freeholder. Each leaseholder had reaped the full benefit of the normal and independent advance in value of such property during his term, to the exclusion, be it remembered, of the freeholder who was bound by the fixed rent.

Moreover, none of the improvements described could have been carried out, as they were, at almost no cost to the ratepayers, and indirectly to their great advantage, if all or any part of this old garden had been divided into separate freeholds.

"Nixon's Square," with its 24 little houses and distillery, approached only by narrow courts and alleys, would have lingered on until, like Bedfordbury, described by Mr.

Bourne, it had become a byeword and a reproach, only fit to be swept away at large cost by the strong arm of the law.

As evidence that these improvements were really public as well as private, he would mention that, in the case of one house not belonging to the estate which it was desirable to remove, the City authorities exercised their compulsory powers, purchased it at a cost of several thousand pounds, and the site was now thrown into the new street.

He could easily illustrate other points in the discussion, such as that of the partnership of landlord and tenant, in cases where the value of the land was ten times that of any building that would be put upon it, when of necessity the freehold must be in the hands of corporations or wealthy owners; or where land held by corporations for charitable uses, and administered under the control of the Charity Commissioners, had, through careful management, judicious outlay of capital, and other causes, so immensely increased in value, that thousands of pounds were now available for education, or any other public purpose for which the funds might be destined, instead of the hundreds which only would have been forthcoming if an enfranchisement scheme had been in force but a few years ago. Unless finality were now attained, which he had little reason to think was the case, these values would still increase, and, without some limitation of enfranchisement, would fall into the hands of the already rich to the disadvantage of those on whose behalf the funds would otherwise be expended.

As there were many others desiring to take part in the discussion, he would not then go into more detail, but he thought, perhaps, he had assisted in showing that the subject was surrounded with difficulties, and that crude and hasty legislation, without some well-considered limit and safeguard, was to be deprecated, not only on behalf of those who preferred the existing state of things, but as

tending even to defeat the philanthropic objects the promoters of these Bills professed to have in view.

Mr. J. S. Beale (Associate) congratulated the Institution on the Papers which had been read by Mr. Mann and Mr. Martin, and on the discussion which had followed, which had proved very interesting, especially to the profession to which he belonged. They must not disguise the fact that the question of the compulsory enfranchisement of leaseholds had taken a very firm hold in Parliament; and not only on one side of the House, for some of the most advanced of the theories on the subject had originated from the Conservatives. This was due, he thought, to a large extent, to the fact that the question had become identified in Parliament with the great problem of housing the working classes—the two sides of the House rather bidding against each other. The favour with which this question was regarded in Parliament was also due in some degree to the decided anti-landlord feeling of the present day, but the main reason for its acceptance was, as he had stated, the belief that the system of leaseholds was responsible for the bad housing of the poor. Were there any grounds for such an assumption? Many arguments had been urged against it, but one important piece of evidence seemed to have escaped notice. His business involved dealings with properties not only in London, but in many different parts of England, where various customs prevailed with regard to the tenure of land; and if the proposition were a sound one that bad building was a result of short leasehold terms, the longer the term, and the nearer it approached to freehold, the better should be the building.

Now, he thought there was most positive evidence that this proposition did not hold good. Nothing was more common, year by year, in the committee-rooms of the

House, than to find towns applying to extend their boundaries, and obtain more stringent building regulations, for the simple reason that, in extending their area, they absorbed portions of the surrounding rural districts, where the building, being wholly upon freeholds, was felt to be unsatisfactory. He contended therefore that it was a mistake to ascribe bad building to the leasehold system. What was really responsible for bad building was the demand for houses at the lowest possible rents, the builders naturally producing them to sell in the cheapest form.

There was a point which Mr. GARRARD had mentioned which struck him as having an important bearing on the proposals before Parliament. These proposals seemed to assume that all that was involved was a single transaction between two parties, the leaseholder simply buying out the freeholder. But would this be so in practice? What was more common than for one man to take a lease of three or four houses *en bloc* and sublet them, reserving to himself the term of reversion? Who was the individual whose interests were to be specially favoured in this case? This was a point which the originators of this movement had, he feared, failed to mature, and unless Parliament were very careful, it would defeat its own objects, not improving, but injuring the condition of the people.

As an extreme case, he might refer to the parish of Edgbaston, all belonging to one landlord, where there were thousands of houses, the holders of which felt secured by covenants from the intrusion of works, warehouses, public-houses, or other buildings likely to injure the neighbourhood. To give a leaseholder the power to buy out the fee would be to damage the whole estate.

But it was undeniable, on the other hand, that there were cases—though not within his personal knowledge—where landlords who happened to be the owners of all the

land in a neighbourhood abused the power which vested in them by resisting the demand for small houses and refusing leases for longer terms than twenty-one years or thirty-one years. It was very hard to say that the exercise of a power of the kind, to the damage of the industry of a whole neighbourhood, should not be subject to some sort of restrictive legislation. It had also happened that a landlord had allowed only one building to be erected for the purposes of public worship, and that of a particular denomination. And here, again, he thought it reasonable that the will of one man should be restrained by legislation from overriding the wishes of a whole community. But with respect to this, as to other features of the question, the great danger was that Parliament might legislate rashly and without sufficient inquiry into the facts involved.

Another argument to which prominence was given by those who urged for legislation, was the depreciation of property during the last twenty years of a long lease. Mr. Garrard had shown that when property was in reasonable hands there was no difficulty on this score, but the point was, how was Parliament to make a man reasonable if he were not so by nature? Some remedy for the evil might no doubt be found, and if found would be advantageous, whether by providing that lessees who were willing to buy, or sell, should have the power to do so, or by providing some means of preventing people standing at arm's length, as they sometimes did, for the whole twenty years.

What was the practical question with which the Institution had to deal? There was a strong feeling on the subject in Parliament, and legislation had been proposed from both sides of the House. The Institution comprised a large body of skilled opinion, to which very fair and practical expression had been given in the course of the discussion; and it would be well, he thought, to bring this body

of opinion to bear, when the proper time arrived, for the purpose of insuring that there should be no attempt to legislate until the question had been referred to a Parliamentary Committee for inquiry. The efforts of the Institution should, he thought, be turned in this direction; and he was convinced that a thorough investigation of the subject by a strong Committee which would have representatives of the Institution, the Incorporated Law Society, and the provincial law societies, would be productive of valuable results, and insure reasonable legislation.

Mr. T. M. Rickman (Fellow) thought that his experience of some property in Edgbaston illustrated very aptly what had been said with reference to the injury done to adjoining owners by small freeholders. Leasehold houses of his, which his father had built, adjoined some property which was in small freeholds; the consequence being that in the course of the lease his property was greatly deteriorated, on account of this low class of houses immediately opposite.

He had examined a great many leases in London, amongst others several hundred which were nearly running out, and he had been appalled at the vista of sublessees with which he would have to deal if he attempted to buy up any portion of the property—indeed, it seemed to him that it would be very difficult to say, in many cases, who would have the option of purchase if a compulsory enfranchisement Act were passed.

Again, he had been concerned in bringing forward properties in the neighbourhood of London which the owners were exceedingly anxious to develop, and had found that there were great difficulties in the way when the property, as was the case in these instances, was not next in the market; and that when the ground-rent was small relatively to the letting value of the houses, the property was apt to rapidly deterio-

rate in character in the course of a very few years. In other words, the two great evils of the present system were the forcing of land into the market before it was ripe and the transfer of leases. When the landlord was too anxious to get his land into the market he was tempted to permit the erection of an inferior class of houses, and found it difficult to insist on the fulfilment of the strict terms which the building lease contained, or should contain, in the interest of the public.

It should be remembered that the holder of the first building lease of a site stood in a very different position with reference to enfranchisement from the subsequent lessees who rebuilt on the same site. The first lessee took the land from an agricultural state for building purposes, and the ground-rent in such cases was commonly calculated at from one tenth to one fifth of the total rental of the premises when erected; but the lessee for a second building term would have to pay off ground-rent from a fifth to a third part of the total rental; and in the case of a lessee for a third building term might have to pay a half of the total rental to the owner of the land; and he knew of one or two properties in London where the ground-rent actually amounted to two thirds of the rent that could be got for the houses when erected.

If anyone were given the right to enfranchise it should be the holder of an original building lease, so that such a right should be exercised, if at all, before the property was rebuilt. It seemed to him to be fair, if reasonable grounds could be shown for such an enactment as should allow the holder of an original building lease to enfranchise, that the purchase by the tenant should be allowed within the last twenty or thirty years of his lease on giving notice to his landlord that he wished to do so, the landlord being given a co-option at that time of purchasing him out at a reasonable rate.

Mr. W. Eve (Fellow) thought that such a radical change as was proposed, and the further exception to freedom of contract which would arise, could only be justified by circumstances of extreme necessity, and what they were there to inquire was whether such circumstances existed. The circumstances assigned by way of justification were comprised under two heads—first, bad buildings; and secondly, that the present system deterred persons from investing in property. As to bad building, he spoke from extensive experience gained in inspecting houses of various classes, and he could say without hesitation that it was the freehold houses that were badly built, and, even if it were not so, the experience of the past showed clearly that in a period of ninety years the requirements of occupiers changed so completely, that to build with a view to any longer period would be to perpetuate the inconvenience of houses unsuited to the altered tastes and habits of the population.

Then, as to those who, it was alleged, were anxious to purchase the freehold of their houses. The figures supplied by Messrs. Debenham, and cited by Mr. Watney, were decisive of the fact (familiar enough to Surveyors) that freehold ground-rents, when for sale, were not generally purchased by the occupiers. If, however, change were necessary, it seemed to him that the only way for the future was to grant perpetual rent-charges, to which there seemed to be no real objections.

He had been struck by the absence, not only in the House of Commons but in the discussion in that Hall until the last two speakers referred to it, of any suggestion as to which of the numerous lessees was to have the power of enfranchising. This was a point of immense difficulty. The last speaker said it should be the first lessee, but, to his way of thinking, the occupier would be the man. Supposing a property of five consecutive leaseholders, and

that a freeholder came in the middle, he having bought one of the leases, and being therefore both freeholder and leaseholder. If F., the occupier, began the process of acquiring the interests of all those persons, he would be put to a nice expense in compensating them. First he would have to buy up E., then D., and then C., by which time he would probably have got so tired of the process that he would go no further. If he chose to go on, he would finally buy up B. and A., and would at last attain the summit of his ambition and become a freeholder; but very few lessees could hope to recoup themselves the expense they would have been put to before they reached this point.

With regard to the alleged hardship where shopkeepers sought the renewal of their leases, any legislation intended to help them in this respect would be more likely to hinder them. The effect would be if Mr. Broadhurst's Bill were passed, that leases for twenty-one years would not be granted to shopkeepers: they would be granted for nineteen instead of for twenty-one years. Legislation of the kind was certain to be defeated, for there were plenty of persons who had wits enough to evade it if it was to their interest to do so; and the result would be that shopkeepers instead of having greater security would have less than before.

Reference was made in Mr. Mann's Paper to doubtful titles. His experience was that on a good leasehold estate the title was far less doubtful than under any other circumstances—certainly less doubtful than a freehold title.

But one of the greatest objections to allowing a lessee to purchase the freehold of a house in the middle of an estate was the hindrance it caused to (what was taking place so largely) the development and improvement of the neighbourhood, except at a large cost to the ratepayers; whereas under the present system the freeholder was able

to deal with the property on a large scale so as to meet the altered requirements of the occupiers.

Then, as to the enforcement of necessary restrictions. It was said that the public authority would see to this, but he was afraid there would not be much done under such circumstances, as the enforcement would be expensive, and they would not care to spend the ratepayers' money in that way.

He next came to the remarks of Mr. Chatfield Clarke, who had committed himself to figures. He had given an illustration of a leasehold house of a rent of £50, with a net ground rental of £7. He took it on the 6 per cent. table, 16½ years' purchase, or £709, and then took the ground-rent on the 4 per cent. table at 25 years' purchase, or £175, the two sums together making £884. He then urged that the great disadvantage to this property as leasehold arose from the fact that one only got £884 for the property, whereas, if it were freehold, it would be worth 5 per cent., or 20 years' purchase=£1,000, and that therefore there was a loss of £116. Was it a loss to the lessee? He (Mr. Eve) called it a gain. That £116, which, according to Mr. Chatfeild Clarke, was a loss, if invested at 3½ per cent. at compound interest for 90 years, would amount to £2,564, and enable the lessee's representative, at the end of the 90 years, not to be the happy possessor of a freehold house unsuited to the age, and probably worn out, but the possessor of £2,564 in his pocket, which would enable him to go and buy three houses. If there were any argument that could answer that, he should like to hear it, and he was sorry that Mr. Chatfeild Clarke was not present to answer it.

In conclusion, he would observe that it was all very well to condemn the speculative builder, but if he were removed the public would no longer be able to obtain cheaply-rented houses as at present, and it would be a most serious thing for occupiers generally.

Mr. J. H. Sherwin (Professional Associate) said he had no intention of occupying the Meeting with more than a few remarks, but he had paid some attention to leasehold tenure, and since the Papers were first read had paid much more.

Mr. Mann had alluded in his Paper to the *Quarterly Review* of 1872. There were two *Quarterly Reviews*, with this distinction, that one was called *The Quarterly Review* and represented one set of opinions, while the other was known as the *British Quarterly Review*, and represented another shade of thought. In the *British Quarterly Review* of April 1879, the same gentleman who wrote the article from which such copious extracts had been given in Mr. Mann's Paper set out his views much more fully; and he would commend that article, which could be easily obtained, to the attention of those who wished to acquaint themselves with views such as those of the writer. It was in reality the Bill of the British Quarterly Reviewer which was under discussion, for Mr. Broadhurst had adopted his principle in full, as would be seen in looking at the article in question. It was, however, one particular phrase of the "Quarterly Reviewer" which led him to interpose in this discussion, and it was important.

The remark he alluded to was this—that in London there was not one house in a thousand which was freehold. A statement so erroneous led him to make an analysis of the results of sales at the Auction Mart, Token-house Yard, for the year ending 31st December, 1884. There were no accurate means of determining, at present, how many houses in London were leasehold, and how many freehold, but the sales referred to offered some test. The total of sales amounted to £5,865,622. From this he had deducted property outside the twelve miles radius, which amounted to £3,230,585. The leasehold houses inside the twelve miles radius sold during the year amounted in value

to £1,098,775 ; copyhold houses, £52,605 ; freehold houses, £1,121,271 ; and freehold lands, £362,386. The number of leasehold houses sold was 2,443 ; and in order to test whether they were sold *en bloc* he took out the number of streets, which amounted to 1,158. There were 128 copyhold houses, and 1,332 freehold houses in 554 different streets, making a total of 3,903 houses sold during the year, over one third being freehold. It was abundantly clear, therefore, that the statement that not one house in a thousand was freehold, was very seriously inaccurate. The "Quarterly Reviewer," had also made, what might no doubt be regarded as an equally inaccurate statement, viz., that in London there were not 1,000 men living in their own freehold houses. He called the attention of the Institution to these statements, for, he thought it very important that nothing but actual facts should be published. Mr. Driver had asked what the Duke of Devonshire would do, who had expended, as he understood, £500,000 at Eastbourne, if this Bill became an Act. No doubt it was not present to his mind, that the Duke of Devonshire at Eastbourne enabled all the lessees to enfranchise within the first ten years of their terms on the basis of thirty years' purchase of the ground-rent.

Thirty years' purchase might be regarded as high, but he spoke on the authority of the Mayor of Eastbourne, Mr. Wallis, who said that, although the figures appeared somewhat high, they were but 25 years' purchase of the ground-rent. Every one knew that the class of house at Eastbourne was very superior, and what the figures really represented was 25 years' purchase of the ground-rent, with five years added, because the Duke did the whole of those works which were usually carried out in other places by the local authorities. Although nothing but freeholds might be desirable at Eastbourne, it was a very different

thing in dealing with a place like London. He might state that the "Quarterly Reviewer" read a long Paper on "Leasehold Enfranchisement" at the Social Science Congress at Birmingham last year, and he would give an extract, with which he had been much impressed. "For the freeholders of land, our great philosopher's advice "to take 'short views' is worth attention. They might "do good business, and repeat it ninety times within their "ninety-nine years' term." He feared there were many who would be ready to act on this advice, and it was doubtful whether such an alteration of the system which prevailed in London would not work serious mischief, and introduce many evils which had at present no existence.

Mr. Howard Martin, in reply, desired first to thank the Meeting for the kind reception they had given to his Paper—a reception due, he felt, rather to the fact that the conclusions of the Paper recommended themselves to the sense of the Meeting than to the merits of the Paper itself.

He had been accused by Mr. Chatfeild Clarke of stating that the mass of leasehold building was good, and that he (Mr. Martin) approved of the career of many speculative builders to bankruptcy. As there was nothing in the Paper to justify those accusations, they probably arose from some unintentional obscurity in it, which he (Mr. Martin) wished to clear up. It had been argued that leasehold tenure encouraged bad building; and, in answer, he had said that, so far as the tenure had any effect on building at all, leaseholds produced better work than freeholds, and, moreover, gave the builder a financial advantage, by saving him from the necessity of sinking his capital in the purchase of a site. Mr. Chatfeild Clarke's assumption that bankruptcy was the result of leasehold tenure was quite groundless. They had been reminded by Mr.

Garrard of many examples of gentlemen who had built on leasehold lands with a result the very opposite to bankruptcy. On the other hand, there was no class of speculative builder who would be more likely to come to bankruptcy than those who bought small plots and pawned them to people who "financed" their buildings; and if leasehold tenure were abolished, that arrangement would take its place as regards the class of builders referred to. Want of capital, combined with a vicious system of money advances, were the causes of builders' bankruptcy, not the leasehold tenure. As to the financial position of leaseholders, Mr. Chatfeild Clarke's figures had been dealt with by other speakers. It seemed clear that if a builder could only buy land at from twenty to twenty-five times its annual value, and could get from 6 to 10 or more per cent. per annum on the cost of his buildings, it must often be an advantage to builders and leaseholders *not* to sink their money in the purchase of freehold sites.

It appeared that Mr. Chatfeild Clarke's figures were meant to show that in *selling* his houses a builder would suffer, if he built on leasehold sites; but, as Mr. Ryde had pointed out, Mr. Chatfeild Clarke valued the same house at 16½ years' purchase as leasehold, and 20 years' purchase as a freehold; whereas the experience of the actual market shows that, given an equitable leasehold arrangement, and other things being equal, there is not much difference in the number of years' purchase a builder can obtain for his houses as leasehold and as freehold. He knew of two estates with which Mr. Garrard was well acquainted, one belonging to the Ecclesiastical Commissioners, and the other to the Charity Commissioners. On both those estates were built leasehold houses of the same class as those on freehold estates adjoining, and the respective builders obtained as many years' purchase for the one as for the other.

It would be well to recollect for a moment what the scope of these proposals was. The question before them was not the prohibition of building leases in the future,—which, though it might be unwise, would not perhaps be absolutely unjust, nor the best means of meeting those cases where the refusal of landowners to allow land to be used for building was an actual public injury,—but proposals to deal with the past; to upset bargains deliberately made, not unfair in principle nor in practice, which had been allowed to run on to the profit of one party to them without objection till the turn of the other party came to reap part of the advantage. It was said these measures were not confiscatory.

The word "confiscation" had designedly been avoided in the Paper because he did not like using big words, but it was perfectly applicable to the Bills under consideration. One proposed that the landlord's reversion should be extinguished without compensation. If confiscation had any meaning, that was confiscation. The second Bill proposed that the lessee or leaseholder should have power to purchase the landlord's reversion without giving compensation. Surely it was confiscation to *force* any man to sell his property at its bare market value. Even if one took the third Bill, and added 10 per cent. to the price as compensation, it appeared to him that that also was confiscation, the market value of the particular leasehold, considered by itself, being the standard of value, and no compensation being allowed in respect to the injury its sale might cause to the estate of which it formed a part.

It seemed to him that there should be a direct public benefit to be conferred by them to justify such measures. They had heard the subject discussed very efficiently, and arguments in favour of these Bills put as strongly as they could be; but they had heard nothing which proved that any

direct benefit to the public would arise from them. They had heard of the hardships of leaseholders, and doubtless such hardships did exist; but there had not been a single hardship of leaseholders referred to in that Hall which might not happen under almost any kind of leasehold tenancy. Any Act, therefore, to relieve leaseholders from the particular hardships mentioned in this discussion must deal with leases at rack-rentals for terms of less than twenty years, and it was not even suggested that leasehold enfranchisement would in such cases be an applicable remedy.

These proposals had been very eloquently advocated by Mr. Chatfeild Clarke because they would create freeholders, and freeholders would be good, peaceable, contented, loyal, and prosperous citizens. Why were they so, and in what sense could these Acts create freeholders? If freeholders might be said to be specially good, contented, loyal, and so forth, it could only be because they were people who had a direct interest in the prosperity of their district or their country, just as persons with investments in the funds or railways or gas companies, or any other local business, would have; and it was not suggested that these Acts would give any one the means to acquire such investments who had not got them already. They would only, therefore, enable leaseholders to transfer their money from one investment to another; and could it be said for a moment that the mere difference in the feeling of ownership caused by holding a cottage as a freehold and by holding it as leasehold, subject to a small ground-rent, for a term of eighty or ninety years, would be sufficient to make any difference to the owner's interest in his parish or his country? Such a leaseholder's interest in public affairs would, in all respects, be as real as the freeholder's; and he (Mr. Martin) might as well contend that it is leasehold tenure that creates good citizens, because it enabled people to acquire the practical privileges

of ownership with less money than would have bought the freehold of the same property.

In a very temperate and able speech, Mr. Rhodes had stated several highly abstract propositions as arguments in favour of leasehold enfranchisement, but he did not attempt to show that any direct public benefit would arise from them. He denied that owners had a right to deal with their own estates to the injury, it is to be presumed, of other people. But, in order to apply that principle to the present case, it must be shown that permitting ground-landlords to retain their own is to the injury of other people, and Mr. Rhodes has certainly not shown that any such injury exists. Then he remarked that the present tenure enabled possession by the few to bar the rights of the many to purchase. That he (Mr. Martin) was unable to understand. By what arguments could such a proposition be held to justify the enforced sales of ground-landlords' property which would not also justify the forced sales of property held at rack-rents, or almost any other property "the many" might be disposed to purchase? To put such a principle into practice would deprive all owners of the security essential to their throwing that energy, skill, and forethought into the development of their property, which benefits the State in the long run as much as it does themselves.

It had also been said by Mr. Rhodes that the ground-landlord appropriated the property of the leaseholder when the lease ran out. Mr. Ryde had already dealt with that point. Why was the capital invested in a leasehold appropriated when the lease expired any more than a capital invested in an annuity was appropriated on the death of the annuitant? No one accused the Government or an insurance office of appropriating an annuitant's capital, even if by premature death he enjoyed his annuity less than the expected time; and the position of a lessee for a term of years was much more fair than that of

an annuitant, because the duration of the leasehold interest was for a definite instead of an uncertain time.

Then Mr. Rhodes asked out of whose pocket this sinking fund was created. Mr. Rhodes said it came out of the pockets of the public, but it was clear it came out of the pocket of the ground-landlord, who let his land at a lower rate than its value, in perpetuity, because he was entitled to the reversion. This was most clearly seen in those numerous cases where land, being let on building leases in large blocks, the builder, in dealing with it, put a small improved ground-rent on each plot, without encroaching on the fair rental for the building, and so created his sinking fund out of the actual rent of the land itself.

He was extremely sorry to hear Mr. Rhodes argue that because one particular family, when its leases fell in, in fifty years, would have an annual income, if it kept its property, of five millions, the Leasehold Enfranchisement Act should be passed to prevent that and other families similarly situated becoming so rich. It was said that one of the worst results of Eastern despotism was that all private enterprise was hindered by the fact that no man dared to appear prosperous, because if he were known to be rich his rulers would enforce special fines and taxes upon him, or even imprison him until he parted with his property. Mr. Rhodes would establish a parallel state of things amongst us under the rule of that most absolute of despots, the majority, from whose sway no one can ever escape. It was well to remember how very few families (comparatively) had remained very rich for generation after generation. If once all the restrictions that fetter sales of various interests in land be removed, so that the ordinary motives of the market and of human nature be left free to operate, we should soon see there is no reason to fear the existence for too long a period of great accumulations in the hands of the head of one family.

No argument could be based on the experience of foreign countries where it was said leasehold tenure was almost unknown. Foreign leaseholds were rare because the land was of comparatively small value, and not (as had been said) on account of the absence of large estates; but where the value of a site was very large in proportion to that of the building upon it, as in London, Manchester, and similar towns, it became an object to many to acquire the ownership of a house without sinking money in the purchase of the site; and there leaseholds abounded accordingly. It had been said that leasehold enfranchisement would create good citizens, but he maintained that the effect would be the reverse. Honesty was the best policy in politics as in everything else; and it would be inculcating a most dangerous form of political dishonesty to teach the public that bargains, although carefully made, and fair in principle and practice, could be forcibly upset if a number of persons interested on one side only of those engagements could stir up a wave of public agitation on their behalf. The interest of the State was that the private owners of property should be encouraged in the attempt to develop their property to the utmost, in the long run for the benefit of the whole population, and it would paralyse all private enterprise if the rights of owners were felt to be absolutely insecure in the event of any current of popular feeling happening to set against them.

The Members of the Institution were competent to consider these proposals, with full knowledge, without the heat of political or personal feeling, and with a very impartial care for the interests of both ground landlords and leaseholders, and he hoped they would be found to resist the passing of measures which would tend to seriously hinder the general prosperity of our country.

Mr. C. J. Mann (Fellow) said he desired on behalf of his brother, Mr. R. W. Mann, to thank the Meeting for the kind way in which his Paper had been received, and for the sympathy with him in his illness expressed by so many of the Members.

The President ventured to express his dissent from the opinion advanced by one or two of the speakers, that it was premature to deal with anything except general principles. To him it seemed that their Institution was in no respect better qualified to discuss abstract principles than any other company of reasonably intelligent men; whereas as a society of experts their professional acquaintance with the practical working of every detail of the existing systems must give great weight to their collective opinions upon suggested changes in them.

As the practical outcome of the discussion, he thought the following points were, by a great majority of those who had taken part in it, held to be established; more than one of them would probably be new to those whose acquaintance with the subject was superficial. "Jerry" building—that was to say "scamped" work of all kinds—flourished at least as vigorously on freehold as on leasehold sites. It was perhaps not quite fair to attribute it wholly to the modern rage for cheapness, because the builders of the tower of Peterborough Cathedral, whom recent investigations showed to have been masters of the art or craft, probably had many contemporaries equally skilled in it.

Much of the best possible work in respect of design, materials, and workmanship was to be found on modern leaseholds. He knew a case in the City in which a very large set of chambers had recently been built, upon a site of which about half was freehold, and half held for an unexpired term of less than eighty years. The building throughout

is of the most substantial character, and if there is any difference, that on the leasehold portion is the best.

Another important point was that illustrated by Mr. Tewson's statistics, quoted by Mr. Watney, which the experience of most of them would fully confirm—the comparatively small extent to which leaseholders avail themselves of the opportunities so frequently given to them, on other than the great patrician and Corporation estates, for converting their leaseholds into freeholds by buying the ground-rents.

Another was that the freehold building sites on offer, in the immediate neighbourhood of London, and most other large towns, are greatly in excess of the present demand, although the owners have laid themselves out to attract purchasers by making roads and sewers, and offering cheap conveyances and advances. Again, without ignoring such cases as that alluded by Mr. Beale, which would certainly justify legislative interference if they prevailed systematically, the following point seemed to be clear :—The self-interest of the great urban landowners, leading as it does to more or less complete, systematic, well-considered measures for maintaining or improving the value of their property as a whole, has, all things considered, worked well for the towns and cities of which their estates form part.

Another point was that in many cases, perhaps in most, the ordinary term of 99 years corresponds roughly with the period during which buildings serve the particular purpose for which they were erected. Speaking generally, in all large towns and important suburbs, alterations in the character of trade or in the class of residents involve periodic renewals of the buildings at intervals of from 80 to 120 years. For this reason leasehold buildings, at the end of a term, were commonly replaced by new ones.

But the most important consideration established by the

TO ILLUSTRATE M

FAC SIMILE OF THE ORIGINAL LEASE, FOR 21 YEARS, OF 28 ACRES
GARDEN LAND, AT A RENT OF ABOUT £1. 16 0. AN

This Indenture

made the second day of July in the one &
of Ireland defendt of the partie Sr Edwarde Bellingham the right honorable Edward, Earle
Middx the other of the other partie Wm Tyllneffith that the said Earle for di
parte doth demise, graunte, & to farme lette to the said John Danseth all t
enuyzoned & inclosed with the Inward Palets conteyninge by estimacon twentys
and now in the occupacon of the said John Danson & Accepte & allwayes t
Trees now standing & growinge, or that hereafter shall stand & growe in
pasture, and now or late in the tenure or occupacon of Sr Walter Raund &
officer assen & assent as he or they or any of them shall allowe & like of to passe
tyme & at all tymes convenient And
also except & reserved to the said Earle &
during the continuance of this said demise, with free libertie of ingresse, egresse, &
of ens or any of them from tyme to tyme during the continuance of this present dem
concerning the said tyme. To have hould occupie, possesse & enioye the said pas
excepted) to the said John Danson his executo^rs & assignes from the feaste of St John
following and fully to be compleat & ended Yeilding and paying therefore yearely
the feaste of the yeare, that is to say at the feaste of St Mychaell tharchangell & tw
pounds to be behinde unpayd in parte or in all after any of the feaste of paym^t afores
in or upon the premisses to be had. That then & from thence forth it shall & may be lawfull
pasture wholly to reenter, and the same to have againe, retayne & repossesse as in
said John Danson for him selfe his executo^rs administrato^rs & assignes covenanteth & grante
that for the said John Danson his executo^rs & assignes at his & their owne proper coste &
rayles & palets at the north side of the said close shall & will from tyme to tyme & at all
And the same gates, postes, rayles & palets, & his Amendes under those palets, so sufficie
executo^rs or assignes upon the yearely reassing or reliniquishing of the pasturing of
pasture of any such beast so trassed pay or cause to be payd to the said Earle & to
of Lawfull money of England at the two usuall termes or feaste of the yeare before lymy
or sett the premisses or any parte or parcell of the same to any person or persons without the
his or their hand & seale, unlesse yt be to his wife child or children, and otherwise
And provided likewise allwayes that if the said Edward Earle of Bedford or his
and come to make his or their abode & keepe hospitalitie with his family at his
lawfull loe for the said Earle of Bedford & his heires inheritable to the premisses at a
into his & their demesne hands occupacon & possession for & during such tyme only as
So allwayes as Warning & notice thereof be geven & premised by the said Earle or h
Danson his executo^rs administrato^rs or assignes or to any of them in possession of the
& determined to resume the same & after the said Earle or his heires inheritable to the p
and shall not put the said premisses into any other mens hands or occupacon
the said family there. That then the said John Danson shall have againe & enioye h
& true meaninge of this parte any thing before mencioned to the contrary not withsta
hands & sealed Written the day & yeare first above written.

Sealed & delyvred in the presence
of us. Ry: Bowle
Mat: Chase

Be me

To face page 334,

J. R BOURNE'S REMARKS ON PAGE 278.

F GROUND FORMING COVENT GARDEN, AND 7 ACRES, OR LONG ACRE, AS GRASS OR
ACRE, GRANTED BY THE EARL OF BEDFORD TO ONE JOHN DANSON IN
THE YEAR 1599

ffortieth yeare of the Reigne of our Soveraigne Lady Elizabeth by the grace of God Quene of England, ffrance
of Bedford Lord Russell of Chenie Knight dead the xxiiith of ~~January~~ and Erle[dine] by the ~~Lord~~ West-
part God wardes & consideratons him specially moving hath demised, graunted, & to farme lett, and by these
[pre]sents doth demise graunte & to farme lett unto John Danson of the parishe of St Martyn in the fields in the
[Co]unty of Middx gent all that the pasture grounde or close of pasture called Covent garden & long Acre
[wi]th thappurtenances scituat lyinge & being in the parishe of St Martyn in the fields in the said County of Middx
[ne]re unto the said Citty of Westminster and abutteth or lyeth abouts the severall buttes & bounds thereof
[ex]pressed and all the estate right title interest clayme & demaunde whatsoever which the said Erle of Bedford
[ha]th of in or to the premisses or any parte or parcell thereof by reason or meanes of any graunte demise
[ass]urance or other lawfull matter or thing whatsoever had made done or executed by the late Queene
[Ma]jestie deceased or any other person or persons whatsoever and all the estate right title interest clayme
[&] demaunde whatsoever which the said Erle of Bedford hath of in or to the premisses or any parte or parcell
[th]ereof by reason or meanes of any graunte demise assurance or other lawfull matter or thing whatsoever
[ha]d made done or executed by the late Queene Majestie deceased or any other person or persons whatsoever
[Ex]cepte and alwayes reserved out of this present demise & graunte unto the said Erle & to his heires and assignes
[fo]r ever all mynes of Coale Tynne Silver & Copper and all other mynes of what kinde soever which shall
[be] found in or upon the premisses. And also excepte one house called the Sundry house scituat & being within the said close or
[pa]sture grounde now in the occupacon of Edward Rogers or of one of them with free liberty to the said Erle & his heires and assignes
[th]roughout & to have ingresse, egresse, & regresse into the said house & for their passage or walking from tyme to
[ty]me to the heires and assignes of the premisses this demise & departinge of or out of the said house there or in like passage thereby
[re]gresse for the assignes of the said Erle & of his heires and assignes of the premisses & only of them, & to & for the same
[en]trie into the said pastures called Covent Garden & Long Acre for mowing fodering & other lawfull occasions &
[to] the grounde or close of pasture called Covent garden & Long Acre within the former Pales aforesaid (except before
[ex]cepte) last past before the date hereof unto the end & tearme of One & Twentye yeares from hence next & immediatly
[en]suing the said tearme his yearely rent of thirtye & one pounde of good & lawfull money of England at two tearmes
[in] the yeare at the Nativitie of our Lord God & the Annunciacon of the Blessed Virgin Mary by even & equall portions And yf it happen the said yearely rent of thirtye & one
[po]unde aforesaid in part or in all to be behind & unpaid by the space of eight & Twenty dayes being lawfully demanded & no sufficient distresse
[th]ereupon to & for the said Erle, & heires and assignes of the premisses & their assignes into the said pastures grounde or close of
[pa]sture or their former estate, this Indenture or any thing herein contayned to the contrary notwithstanding And the
[sa]id Erle for himself his heires executors & administrators doth covenant promise & grant to & with the said Erle & his heires and assignes by these
[pr]esents in manner & forme following, that is to say
[Th]at he the said Erle & his heires and assignes shall & will from tyme to tyme & at all tymes during the said terme
[of] twenty one yeares at his & their owne proper costs & charges sufficiently repayre uphold maynteyne & amend the
[ga]tes & fences of the said pastures grounde or close of pasture, And also the posts
[ra]yles & bares of the said pastures grounde or close of pasture, And also the posts
[ra]yles bares hedges ditches & fences thereof, & all the buildings & edifices thereupon, & all the Tymber, Lead, Leades & Iron worke
[th]ereof & thereupon during the said tearme, sufficiently repayre amend, make & maynteyne with Tymber, Lead, Leades & Iron worke
[of] the best sorte when & as often as need shall require, And further that he the said John Danson his
[ex]ecutors & assignes shall & will in the meane tyme duringe the said terme sufficiently repayre & make good & well in all thinges
[as] aforesaid the said pastures grounde or close of pasture & all the buildings & edifices thereupon & all the Tymber Lead Leades & Iron worke
[th]ereof & thereupon during the said terme leave & yeald up And further that he the said John Danson his executors
[&] assignes shall & will from tyme to tyme & at all tymes during

arguments and illustrations advanced in the course of the debate, seemed to him to be this. Assuming, for the sake of argument, that public policy necessitated the subdivision of the estates of the great landowners, the leaseholders would be no more entitled to rights of pre-emption in respect of them, than any other members of the community, particularly as the exercise of such rights by them would lead to the alienation of promiscuous patches of the property to the great detriment of the residue. If the compulsory sale of a landowner's estate was, from a public point of view, held to be inevitable, it should certainly be allotted for sale with due regard to the joint interests of the owner and of the public, without reference to the more or less completely-exhausted rights of the leaseholder.

There might be some faint show of reason for giving the right of pre-emption to the representatives of the lessee, who originally built upon the vacant land; but it might be taken for granted, first, that very few of the existing leaseholds with twenty-one years, or less, to run, are now held by the successors in title of the original grantee; and, secondly, that in all other cases, every buyer of leasehold interest carefully adjusted the amount of his purchase-money to the limited nature of the interest he was acquiring. In many cases, indeed, a sinking fund to recoup his outlay, at the end of the term, formed part of the arrangement.

Again, if the right of compulsory pre-emption was to be enjoyed by the leaseholder, who should exercise it in the numerous instances in which the lessee has subdivided and sublet the property for terms nearly or quite co-extensive with his own?

Was the lessee, who had wholly or nearly divested himself of his interest, to be allowed to resume at the twelfth hour to the exclusion of his sublessees? and if not, are the

latter, or their underlessees, in such a case as that mentioned by Mr. Eve, to have the benefit of the proposed Act?

On the whole, he held it for certain that, although the case for legislative interference had been ably argued, not only was the contrary conviction held by a very decided majority of those who had taken part in the discussion, but the reasons assigned for that conclusion greatly outweighed those adduced by the advocates for compulsory enfranchisement.

Apropos of Mr. Sherwin's remark on the literature of the subject, he must say that some of it was at once pretentious and superficial. A recent writer defines leasehold as "freehold eviscerated and stuffed with law," which brought to his (The President's) mind a charge made against him by an able editor, that an address of his contained "emasculated allusions." It was not easy to divine what the authors can have supposed themselves to mean by these phrases, but there is discernible in the first an intention to disparage leasehold tenure. Yet as the object and the result of a kitchenmaid's operations in substituting "stuffing" for the viscera of the subject of her manipulations—anserine or other—was unquestionably to improve it for human use, the culinary metaphor in question had not been happily applied; indeed it probably came as near to being an "emasculated allusion" as the nature of the case admitted.

The Meeting then adjourned.

Paper 130.
No. 222.

ROMNEY MARSH, PAST & PRESENT:

A SKETCH OF THE RECLAMATION OF THIS AND ADJOINING MARSHES.

By A. J. BURROWS, Fellow.

Read at the Ordinary General Meeting of The Surveyors' Institution, *Monday, April 20th,* 1885.

MR. E. P. SQUAREY (VICE-PRESIDENT) IN THE CHAIR.

That great authority on Embanking and Draining, Sir William Dugdale, commences his account of the work in Romney Marsh thus:—"Having now done with my "observations of the most remarkable bankings and "drainings in foreign parts, which by way of introduction "I thought fit to be taken notice of, I come to England; "that being the place of my further designed discourse on "this subject: wherein, for my more orderly proceeding, I "do propose to begin with Kent; and in it, first with "Romney Marsh, a spacious tract in that country, and "more anciently secured from the inundations of the ocean "than any other part of this realm, as may seem by the "laws and constitutions for regulating its repair, which "have been long ago made the rule and standard whereunto "all the other marshes and fens in this nation were to "conform.

"How long since, or by whom this fertile and large "tract, containing no less than 24,000 acres, was won "from the sea, there is no testimony left to us from any "record or historian that ever I could discover: which

" defect doth strongly argue that the first gaining thereof " was a work of the greater antiquity."

Our author goes on to say that he could not attribute the work to the Britons, as they were not versed in any arts; nor to the Saxons, who were so illiterate that little invention could justly be ascribed to them. He therefore falls back upon the belief that it was executed by the Romans, whose stupendous works in Britain bore witness to their skill and industry. In support of this he quotes Tacitus, who asserts that the Britons complained of their bodies and hands being consumed by the Romans in clearing the woods and banking the fens,—" In sylvis et paludibus emuniendis." (In Vitâ Agricolæ.)

This treatment of the conquered and of slaves accords with Roman customs. Columella recommends that the cleverest slaves should be the oftenest kept in chains. (" De Re Rustica," I. 8.) And, according to Plutarch, Cato advised that slaves be incited to quarrel amongst themselves, to check conspiracies against their masters, whilst he considered it economy to work them to death rather than let them grow old and become useless. (Plutarch, Cato, c. 21.)

Few writers give sufficient credit to the Belgæ for the part they took in the work of reclamation in Britain. There is greater evidence extant of their earthwork fortifications than of their work in reclaiming. But in both their labour was great and continuous. Cæsar says of the three races who inhabited Gaul that the Belgæ were the bravest because they were the farthest removed from civilisation, and from those imports which tend to effeminate. They came to Britain long before the time of Cæsar. As they pressed onward in the work of conquest they marked each extension of territory by a fortified line of earthwork. And as they started from the south the ditch of their

fortifications was always on the north side. One of these is Wansdyke, extending from Savernake Forest, in the county of Wilts, to the point of junction of the Bath Avon with the Bristol Channel. Another is the Old Ditch, north of Amesbury. They went as far as the Wiltshire Downs; and one of the most perfect of their mounds is to be seen near Marlborough.

How long a period has elapsed since this part of the "weather-beaten island in a northern sea" was "a worthless muddy flat, o'erflowed by every tide," is one object of my inquiry to-night. It may also prove interesting to show by what successive agencies it was embanked and reclaimed, and the greater part of it converted into pasture which is probably more valuable than any other tract of grazing land of the same area in England.

That the whole of this fertile district was for ages under the sea is incontestably proved by the fact that everywhere it is covered by a rich marine deposit, which boring has shown to be 90 feet in thickness on its western side and near to Appledore; and though upon its southern and eastern margins we now meet with large breadths of shingle, these everywhere overlie the sea-deposit or marsh-soil.

In Map I.* you have a sketch of the probable line of coast, or ancient shingle-spit, as it existed many centuries before the Christian era. The late Mr. Lewin, of Trinity College, Oxford, entered into a lengthy controversy with the Astronomer-Royal and the Camden Professor of Ancient History, now nearly a quarter of a century since, upon the site of the landing of Julius Cæsar, and Mr. James Elliott, the then Engineer of Romney Marsh, prepared some maps in illustration of Mr. Lewin's theory, and to show the successive Innings. These form the basis of what I now place before you. You will

* This map will be found after page 376.

observe here that the bed of shingle formed an almost continuous full from Fairlight, on the west, to Hythe and Sandgate, on the east. There is little doubt that in those remote ages the sea had its two inlets and the fresh water its two outlets at Hythe Haven, eastwards, and between Romney and Lydd, at the south of this great bay. The sea, which then laved the foot of the range of hills from Appledore to Shorncliffe and thence to Dover and Deal, received the waters of the Lemana, or Limene, at what was afterwards called Appledore Bay. Later on this stream became divided, when one branch continued to flow out at Hythe Haven and the other made its way to Romney Haven.

At that time it is probable that Rye Harbour, on the west, had no existence. How the waters of the Brede and Tillingham found an exit we have no means of judging; but, probably, considerably to the east of the present harbour. A writer of the 7th century—Ravennas—mentions as rivers upon this coast the Lemana and the Rovia. The latter was most likely the name for the united streams from the Brede and Udimore valleys.

In the course of ages the sea was shut out at the eastern end of Romney Marsh. The physical features of this marsh at the present day prove it. The smaller figures upon the maps denote the depths in feet and inches of the various portions of these marshes below high-water mark or medium spring tides. From these it will be seen that the whole of Romney Marsh has a declination from the line of coast at New Romney to the foot of the hills, and again from West Hythe Oaks to Appledore Dowels. Thus the depth behind Romney is marked as 4 feet, and that at West Hythe Oaks as 7 ft. 6 in.; whilst at Appledore Dowels, from which at the present day the water is pumped out by steam and thrown into the military canal, the depth below high-water mark is 13 ft. 6 in.

At the time of which we are speaking, the great shingle-bed at Dungeness had no existence; and the run of the shingle from Fairlight and farther down the Channel was then, as now, from S.W. to N.E. Its accumulation was farther along the coast to the eastward, from West Hythe to Sandgate, and also along the present Dymchurch Sea-wall. Since this run has been intercepted by the Ness, which now advances seaward at the rate of about 7 feet per annum, the supply has been cut off towards the east. Consequently, at Hythe, it has fallen back nearly a quarter of a mile during the last three centuries. To this wasting of the shingle-banks is attributable the necessity for the present costly wall.

Formerly a succession of fulls were by the tides thrown across this end of the marsh at right angles to the line of hills. At the time of their formation very strong currents must have been passing in and out of the bay. Many of the fulls run upwards of three-quarters of a mile inwards in continuous curves. At the ebb the waters would thus be directed towards the base of the hills which formed the lowest part of the estuary.

The accumulation of shingle on the east eventually closed the mouth of the Limene. This river was, undoubtedly, of much greater magnitude than the Rother of the present day. It drained the eastern portion of the great forest of Andred, or Anderida, which was then densely wooded. This forest ran along the hills to the north, probably clothing them to the water's edge. Westward it extended through Sussex and into Hampshire, a distance of about 120 miles, with a breadth in its widest part of 30 miles. It comprised what afterwards became known as the Weald, or Wilde—in Saxon, a woody country. The Britons called it Andred—great or wonderful. That the commencement of the Weald was nearly as far eastwards as Hythe may be inferred from the

accounts of Aldington Manor at a later date, which take note of money received by the accountant for pannage—"in Waldis deductâ decimâ."

I find no conclusive evidence that any part of the marsh was ever timbered to any extent. It is true that in deepening the bed of the Rother from Scot's Float Sluice to Bodiam Bridge the soil was found to be full of trees. And in making excavations at Rye, and digging wells, trunks of trees have frequently to be cut through. In cutting through Appledore Dowels to form embankments for the Rye and Hastings branch of the South Eastern Railway, buried timber was very abundant. But in nearly every case it is discovered resting upon the sea-sand and merely covered by the alluvial soil. This is easily accounted for when we consider that the whole of the Weald above was thickly timbered, that the ancient Lemana brought down a great volume of water, and that at various periods violent storms swept over the district. Though of late years tree-planting has been carried out in some places on a small scale to provide the much-needed shelter, and some stately clumps of elms, &c., may be met with, oaks are conspicuous by their absence, and the soil itself is said to contain elements uncongenial to their growth. A spot on the borders where a few grew and flourished is still known by the name of "Hythe Oaks."

Though Cæsar's invasion is generally taken as the starting point for British History, we have records antecedent to B.C. 55. Some Marseilles merchants fitted out an expedition for a voyage of discovery 330 years B.C. With it they sent the eminent mathematician Pytheas, who was a contemporary of Aristotle and of Alexander the Great. The latter died 321 B.C. Pytheas made important discoveries; but only fragments of his diary have been preserved. He sailed round Spain to Brittany, and thence to Kent. He was twice in Britain. One of the

objects of those who projected the expedition was an exploration of the tin islands, with which the Carthaginians carried on an extensive trade. He made a survey which is, however, almost worthless, on account of the imperfection of his instruments. Amongst other things he estimates the circuit of our island as 4,400 miles. He saw abundant crops of corn growing at the south-eastern extremity of the island, *i.e.*, in Kent. This was at harvest-time tied into sheaves and gathered into large barns for threshing. The climate would not admit of the open threshing-floor as in the sunnier south of Europe. The inhabitants made a drink (mead) by mixing wheat and honey; and another was made from barley, and formed a substitute for wine.

Later writers have stated that the harvest in Britain was confined to cutting off the ears of corn and storing them in underground pits, from whence the necessary supplies were brought out daily. But this was probably the practice of districts farther to the north.

Time and place are called the eyes of history. We claim Romney Marsh as the place of the landing of JULIUS CÆSAR, *i.e.*, the eastern part of it near Hythe. The year, the day, and even the hour of his sailing, are given in the "Commentaries." That he sailed from a spacious harbour—probably Boulogne—and landed here is consistent with the size of his fleet, the run of the tides, the distance across the Channel, which he quotes, the time occupied in the voyage, his description of the coast, the relative positions of his anchorage and final place of debarcation, the action of his assailants, and the sites of his battles and encampments.

Before crossing to Britain he had gone into the country of the Morini to collect transports. His fleet consisted of eighty of these for the conveyance of two legions, besides the ships of war which he assigned to his lieutenants and officers of cavalry. Eighteen other ships of burden were

detained at a port eight miles eastwards—Ambleteuse—by contrary winds. To these he sends his cavalry. The distance across the Channel at the place of passage he calls thirty Roman miles. Reckoning the Roman mile as 4,854 feet English, we have twenty-seven and a half miles—the distance from our coast to Boulogne, or Portus Itius. This was the chief port of the Morini. Cæsar set sail about the third watch, which would be midnight, because the tide favoured him. He reached our coast about the fourth hour of the day (10 o'clock a.m.), and cast anchor near a spot where darts could be thrown from the rocks on to the vessels. In this locality, and probably at a safe distance, he remained at anchor, to give the vessels conveying the cavalry time to arrive. Meanwhile he assembled his lieutenants and military tribunes and unfolded the plan of the campaign. With the exception of his cavalry, detained by contrary winds, all his fleet had arrived by 3 p.m. Wind and tide now being both favourable, he weighed anchor, advanced seven miles, and stationed his fleet close to a level shore. Folkestone was undoubtedly the place of anchorage and the coast near Hythe the place of debarcation.

Cæsar himself tells us it was flat and open—"aperto ac plano littore." (B. G., IV. 23.) It was also soft and open—"molli atque aperto." (V. 9.) The ships, doubtless, drew up against the shingle-banks, sound and dry. Lucan, Plutarch, and others describe marshy ground near. The British war-cars ran down precipitous banks. Part of the coast here answers exactly to this description. The shore beyond sloped gradually to the water. Here the British foot and horse made a rush towards the ships, pouring in volleys of darts and javelins. Cæsar's triremes came to the rescue, rushing past the transports on to the British flank, pulling up broadside, and sending in volleys from

their military engines. The Romans, heavily armed and unacquainted with the shoals, fought at a great disadvantage in this terraqueous spot, and began to waver. At that moment the standard-bearer of the tenth legion, after supplicating his gods, called upon his companions to follow him, and immediately leaped overboard, declaring that for his part he would perform his duty to the commonwealth and to his general. After a desperate hand-to-hand encounter, long maintained, the Romans made good their footing on dry land, rallied around their standards, and routed the Britons, but could not pursue them from the want of cavalry. Cæsar tersely puts it that these alone were wanting to insure his customary success.

Every particular of Cæsar's narrative favours the assertion that his camp was near Hythe Haven, and that both this battle and that fought subsequently, when the Britons formed the design of storming his camp, were fought amongst its shoals or near its coast. His camp was certainly on the shore. And Valerius Maximus mentions an exploit of Scæva, a Roman soldier, who, with four others, was posted as a picquet on an island to watch the movements of some Britons who occupied another island near. As the tide receded, the Britons, who knew the shoals, rushed across to capture the detachment. But Scæva hurled amongst them his own javelins and those dropped by his companions who had escaped, swam back to the camp and presented himself before Cæsar, who had, according to Plutarch, himself witnessed the exploit.

We are told that in the second battle the Britons were routed with great slaughter. The coasts hereabouts may have changed considerably since Cæsar's time, and later battles may have been fought upon the same site; but it is a singular coincidence that wherever you dig upon the

triangular patch of level ground to the south and east of Hythe, human bones, and those of grown men only, slain in battle, are to be found in all conceivable positions.

In an old map of the marsh in the Cottonian Collection of the British Museum, the islands referred to above are shown. And the late engineer of the marsh, to whom I have already referred, in levelling land hereabouts a few years ago, removed the last vestiges of what he believed he afterwards discovered to be an ancient landmark. In the crypt of Hythe Church there may be seen, even at the present day, a pile of human bones measuring 28 ft. in length by 6 ft. in breadth, and 8 ft. high.

Livy speaks of Cæsar's first campaign in Britain as unfortunate. Dion says he got nothing but the barren honour of landing here. He departed at night, leaving neither garrison nor soldier behind. In his next expedition the following year he steered for the same port, and though he drifted out of his course during the night, and probably sighted the South Foreland on his left hand at daybreak, he turned and made for his former landing-place.

This time Cæsar had five legions—probably upwards of 21,000 men—2,000 cavalry, 28 triremes, or war-galleys, 560 transports, and with tenders probably 800 sail altogether. Now no enemies lined the coast. They had assembled as before, but the sight of so large a fleet had caused them to retire inland towards their capital, Canterbury, or as it was then called, Durovernum. Finding them gone, Cæsar pushed forward under the guidance of the exiled prince of the Trinobantes, Mandubert, who had sought his aid, and came upon them about twelve miles from Lymne, probably near Wye, upon the Stour. Here he found them strongly entrenched on the opposite side of the river, probably in Challock Wood, a position which Cæsar describes as strong by nature and by art. The Britons stoutly disputed the

passage of the river, but eventually fell back to their entrenchments. Hence for a while the Roman legions failed to dislodge them, until at length the men of the 7th, forming a testudo by holding their shields above their heads in a compact mass, to ward off darts and other missiles while they laboured, threw up a mound, scaled the timber barricade, and dislodged the enemy.

Cæsar had prepared to advance next day with his troops in three divisions, and was already in sight of the enemy, when news reached him that his ships which he had left upon the shore had encountered a violent storm during the night. With his cavalry and legions he immediately returned to find forty ships lost and the remainder considerably damaged. With all his available force he immediately sets to work upon the Herculean task of dragging up the whole fleet into the camp he had selected upon ground high and dry (loco castris idoneo capto, B.G., V. 7). Cæsar's camp on this occasion was probably pitched either on Lympne Hill, where we now find Lympne Castle, or on the edge of Shorncliffe, overlooking the marsh around Hythe. He calls his united camp the "castra navalia," and tells us that the labour of his soldiers in dragging up ships and fortifying was unremitting even during the hours of night. Its completion was the work of ten days.

Some distance down the slope from Lympne Castle we come at the present day upon the ruins of another stronghold, called Stuttfall Castle,—a Roman work, as is evinced by the Roman remains within its walls. This may have been built for the purpose here indicated, or it may be one of the castles afterwards erected for the protection of the coast. Stuttfall, though at a considerable elevation above the sea-level, has a gradual ascent; and Cæsar, profiting by the experience gained during his first invasion, had now smaller vessels of lighter draught.

Leland calls Lympne "the great old towne," and adds, —"Lyme was sumtyme a famose haven, and good for "shyppes that myght cum to the foote of the hille. The "place ys yet cawled Shypway and Old Haven. Farther, at "this day the lord of the V portes kepeth his principal cowrt "a lytle by est fro Lymmehil. Ther remayneth at this day "the ruines of a strong fortresse of the Britons (?) hangging "on the hil and cummyng down to the very fote."

During Cæsar's absence on the coast, Cassivelaunus and his auxiliaries had arrived at the British camp. This had doubled the numbers of the enemy. The charioteers alone were upwards of 4,000 (B.G.,V. 19). Consequently, Cæsar's second march towards Wye was a succession of encounters between the Essedarii of the Britons and the cavalry of the Romans. From Wye eastwards in the direction of Canterbury numerous skirmishes took place. A great battle was fought, probably near Chilham Castle. Here Cæsar claims a decisive victory, which Dion calls a drawn battle.

Cæsar never underrates the difficulties he has to encounter; and he gives his adversaries great praise for their bravery, admiring their dexterity in the chariot-fighting, in which they drove rapidly about the battle-field—"per omnes partes,"—throwing their darts, running along the poles to fight, driving rapidly down steep places and checking their steeds suddenly, descending to fight on foot, and instantly regaining the chariots when hard pressed. As he makes no mention of the formidable scythes which were said to be attached to the axles, he probably never saw any. But this is a matter of small moment; for Mrs. Markham and Eugene Sue both record them, Mr. Timbs takes up the wondrous tale, and we are reluctant to yield a point which formed so prominent a part of the creed of our childhood.

The recorded feats of the British Essedarii created great excitement in Italy, and were received with considerable

incredulity. Cicero, the orator, wrote to Trebatius, who was with the Roman army in Britain, and sarcastically advised him first to capture one of these war-chariots and then send it to Italy for exhibition. We may dismiss the scythed axles; but the Essedarii were, nevertheless, formidable, and more than a match for the Roman cavalry. Cassivelaunus, after his supposed defeat, retained 4,000 of them in the field.

Upon Cæsar's return to Lympne he was troubled about his transports. The vessels upon the coast were refitted as far as this was possible. And Labienus, in Gaul, had received orders to prepare others. But owing to adverse winds these had not arrived. However, Cæsar resolved to embark his army at once, and consequently despatched part of it, himself remaining in Britain. The return transports, together with a fleet of the new vessels which were now on their way, encountered such a storm that many of them never reached our shore. But as the equinox was at hand, Cæsar embarked the remainder of his men in the few vessels at his command.

His reduction of Britain could not be compared with his conquest of Gaul. However, after the second invasion Quintus Cicero wrote to his brother telling him that Britain was finished—*confecta*. Tacitus credits Cæsar with the discovery but not the conquest of Britain. (Vit. Agric. 13.) In his second invasion he penetrated as far as the Thames, and was amongst the Trinobantes, and afterwards at Verulam.

The importance of the Kentish coast and of the county of Kent generally in the early colonisation and civilisation of this country is shown by the fact that one of the principal Roman roads ran from Durovernum, or Canterbury, to London, and that at the former city it was fed by its three tributaries, which radiated to Richborough, Reculver,

and Lympne. This was the great Stone Street road. The branch which has a direct connection with the locality forming the subject of our inquiry is that extending from the Portus Lemanis to Canterbury. This was paved with flagstones, and is known as Stone Street at the present day. During the Saxon period, it was called Cæsar's road. Leland says of it:—"Ther went from Lymne to Cantor-" bury a streat fayr paved, wherof at this day yt is cawled " Stony Streat. Yt is the straitest that ever I sawe, and " towards Cantorbury ward the pavement continually ap-" pereth a iiii or v myles."

The parts of these marshes reclaimed and occupied during the time of the Romans were undoubtedly within the limits of Romney Marsh proper, all of which appears to have been enclosed at one time by the construction of the Rhee Wall—a high and dry road at the present day, extending from Appledore to New Romney, a distance of about 6 miles. In support of this we may adduce the absence of any internal walls on the north-east side of this embankment; whilst upon its south-west side and thence to Rye the successive innings of various tracts of land are distinctly traceable at the present day.

As proofs of the colonisation of various parts of this marsh by the Romans, we may mention the discovery of the site and the remains of a Roman pottery at Dymchurch, the fragments of pottery still turned up at Ivychurch, the large number of Roman coins found at Lympne, &c.

The Rhee Wall, by whomsoever erected, was formed by the excavation of a channel about a hundred feet wide, which was strongly banked on either side, being highest at Appledore, where it passed through part of the former bay. This channel was formed to receive the waters of the Limen and conduct them to the sea at Romney Haven, whilst the embankment served to keep out the sea from the

south-west. The bank on the Romney Marsh side was the Rhee or river-wall, and that opposite Wall-end. The port thus formed at Romney took the name of Novus Portus, and shows Roman work. Before the erection of this wall the Lemana, Limene, or Limen was divided into two branches—the one flowing north of the Isle of Oxney, and making its way to the sea under the cliffs at Lympne, and the other flowing out between Romney and Lydd, after running towards Promehill and Wainway Creek. From Lydd to near Fairlight there was then probably no opening in the shingle-spit.

We have but little information concerning Romney Marsh during the latter period of the Roman occupation of Britain. But we know that in A.D. 488 they finally quitted our shores, and that three years afterwards ELLA, a Saxon who had conquered Sussex, laid siege to Anderida (modern Newenden?) was temporarily defeated, but afterwards took and rased the town, sparing the castle. HENGIST had completely established himself in Kent before 488, and probably had possession of Lympne. This with West Hythe and Hythe were successively the ports. HASTED, speaking of the two first, says:—

"The particular times of the destruction of these havens by "the sea deserting them has never been ascertained. That "of Lymne was after the Romans had left this island; and "it must have been during the time of the Saxons, perhaps "in their earliest time here; for in the reign of Edward the "Confessor that of West Hythe was become of such resort "and consequence that it was esteemed as one of the Cinque "Ports."

When Lympne was no longer a harbour the Saxons called the new one Hith, or Hythe, meaning a port. That West Hythe was for a long time a place of considerable importance may be gathered from the fact that in the latter part of the reign of RICHARD II. two hundred houses were in one day

consumed by a fire there. Until that time the old and new towns were connected.

Leland says of the old Hythe Haven—"The havyn is "a prety rode & liith meatly strayt for passage out of "Boleyn; yt crooketh yn so by the shore a long & is so "bakked fro the mayne se with casting of shingil that smawl "shippes may cum up a large myle towards Folkestan as "in a sure gut."

Researches into the history of Romney Marsh afford but little to enliven beyond bare facts to be gleaned from old records. But Nennius, who has given us, amongst other things, a list of ancient episcopal sees, and who wrote a catalogue of British wonders towards the end of the ninth century, gives us the following inflated account, which evidently refers to this marsh after the construction of the Rhee Wall:—"The first marvel is the Lommon, or Limen, "Marsh, for in it are 340 islands with men living on them! "It is girt by 340 rocks, and in every rock is an eagle's "nest, and 340 rivers flow into it, and there goes out of it "into the sea but one river which is called the Lemn."

That there were early settlers in the pastures of the marsh to the south of the river is shown by Wihtred's charter of the year 700. And these settlers had large flocks. In Offa's charter of 30 years later, the district is called Merscwarum, and the people Merscware. From contemporary accounts we know they were a powerful people, who successfully resisted the attacks of the northern races and of the sea-rovers.

According to Somner, great changes had taken place in these marshes before A.D. 774. He tells us that the Appledore water, called by some the Rother, fell many miles short of the port of Romney, wheeling about, and running into the sea near Rye. The charter of King Offa mentions a certain piece of land of three ploughs, called three

sulinge, in the western part of Merscware, which was known by the name of Lydd, having the sea on the north and east, and on the south the territory of King Edwy. He concludes with the following:—"From whence clear enough it is that "the sea with a large and spacious inlet, arm, or estuary, in "those days flowed in between Lydd and Romney, and was "there met with the river Limen."

Offa invaded Kent in 774; and having obtained his possessions by conquest, he endeavoured to conciliate the Church by large grants of land. He was particularly liberal to Christ Church, Canterbury. And with such consideration were the tenants of church lands treated in this and the following periods that it was commonly said "it is good to live under the crozier."

As before stated, the name of the marsh is by some supposed to indicate that its reclamation was the work of the Romans. But in Saxon times it was often written Rumen-ea, meaning a large watery place; and afterwards it was known as Rumenale and Romenale. The river flowing through it was the Rumenea, as appears by the grant of this land to Christ Church, Canterbury, by Plegmund, the Archbishop, about the year 900—"Concedo ecclesia Christi, terram quæ vocatur Wesing-mersc, juxta flumen quod vocatur Rumenea."

Somner, in his "Ports and Forts," speaks of charters granted during the 8th and 9th centuries. One of these was a grant of land to Minster Abbey, in Thanet, and speaks of pannage for hogs in the Lymen Weald, and in Wye Weald. It runs—"Pascua porcorum, in Limen-wera-weald, et in Wy-wera-weald, &c." As there was no pannage for hogs in the marsh itself, the first clause of this must refer to the wooded district along the hills. The whole of this was divided into dens, or denes—still retained in the names of the towns and villages at the present day,—and these were allotted or let out for the feeding of hogs. Those

who rented the runs and had charge of the swine were the Porcarii. In Sussex the rent was one hog out of every seven which had pannage; in Surrey one out of ten. In like manner the rent of a marsh was often paid in sticks of eels, each stick containing twenty-five. The rent of a good marsh would be 2,000.

Both in Roman and in Saxon times there were numerous salinæ, or saltworks, along the coasts of Kent and Sussex, and those who held them had grants of wood out of the Weald for evaporation. As an instance, in 732 ETHELBERT of Kent gave ABBOT DUN a piece of land, one quarter of ploughland, at Lympne, where he had his evaporating-pans; and to this grant were added one hundred loads of wood annually for the working. Grants of saltworks were made to Canterbury and Rochester. It was these grants of wood for the saltworks (in addition to others for the forges) which reduced so rapidly the forest area and diminished the water supply which had formerly scoured the harbours. Besides the salinæ in Kent, LAPPENBURG tells us there were 385 on the coast of Sussex.

The marsh part of our coast was for many years subjected to the incursions of the Danes and Norsemen. The irruptions of the Saxons had been frequent during the time of the Roman occupation of Britain. The Romans erected strong fortresses for the purpose of repelling these invaders, as is attested by GILDAS, a British monk born in 520. He tells us they were built chiefly in the reign of THEODOSIUS the Younger, between A.D. 395 and 450. He says:—"On "the southern sea-coast where their vessels lay, and because "on that part they feared the irruption of the barbarians, "they erected at intervals watch-towers to command a view "of the sea." *In littore quoque oceani ad meridiem, quo naves eorum habebantur, quia et inde barbarorum irruptia timebantur terres per intervallo ad prospectum maris collocant.*

Appledore is first heard of in the reign of ALFRED THE GREAT, A.D. 893. Its name is probably derived from the word which in Flanders was used to designate an alluvial deposit at the mouth of an estuary, and which would be afterwards reclaimed by means of embankments. Such are to this day known as polders. Here the meeting of the tides and the freshwater of the river caused a stagnation and a deposit. The Saxons often prefixed *at* to the name of a place, hence At or Ap-polder. In Domesday Book it is written Apeldres, and in other works we meet with Apolders. On the summit of Lympne Hill at the present day we have Court-at-Street, where undoubtedly many a merchant's house was burnt to the ground after CÆSAR'S veterans had defeated the Britons, and the horsemen of COMMIUS, the Atrebatian, had aided in the pursuit. (B. G., IV. 35.)

At Appledore the Limen originally debouched into an estuary, which ran first nearly northwards, then turned eastwards under the hills. The accumulation of shingle on the coast greatly reduced the tidal waters. Afterwards the Rhee Wall was erected, and both the tide from Winchelsea and the waters of the Limen were turned down the channel to Romney. By this means the old bed of the river and Appledore Estuary became dry land towards the end of the 14th century.

In the year named above (893) HASTEN the Dane, after he had ravaged Italy and France, came to Boulogne, and there collected a fleet of 250 vessels. These came by the Romney mouth of the Limen to Appledore, where he destroyed the castle. SOMNER says:—"A fleet of 250 sail, "the number of these Danish pirates being no less, who in "the year 893 put in here, and towing up their vessels four "miles within the land, even as far as the weald (which "then extended eastward unto Appledore), there cast

" anchor, and destroying a fort or castle, as old and imper-
" fect as ill-defended, built a new one, and kept their
" rendezvous there."

Drayton, in his "Poly-Olbion," Canto XVIII., says :—

> Those Danish louts, whom hunger starved at home,
> Like wolves pursuing prey, about the world did roam;
> And stemming the rude stream dividing us from France,
> Into the spacious mouth of Rother fell by chance,
> Which Lymen then was called.

In Darrell's "History of Dover Castle," we are told that Hengist the Saxon, during his absence, conferred upon his brother Horsa the command of that castle, and made him warden of the ports, A.D. 460. The Cinque Ports were originally Hastings, Romney, Hythe, Dover, and Sandwich, with their respective members, or limbs. Rye and Winchelsea as the two ancient towns were afterwards added. Furley, in his "History of the Weald of Kent," says :—"Winchelsea, Rye, Lydd, Romney, and Hythe had
" all greater or less privileges, in addition to their parlia-
" mentary and corporate rights, conferred upon them as
" members, or limbs, of the Cinque Ports. They were quit
" of toll, and independent of the shire, the lath, and
" the hundred; and all this was done to tempt people to
" settle at one or the other of these places, and by foster-
" ing our naval force to defend the country from invading
" foes."

The five ports were enfranchised in the time of Edward the Confessor, *i.e.*, before the Conquest; and in the time of King Edward I. they had their charter of confirmation, by which they were free in 1278. London received her charter in the first year of Richard I., so that the charter of the ports is the older by ninety-nine years. The Cinque Ports were called into existence even during the Roman period. They were the parents of our navy, and down to

the time of the Tudors the whole of our naval force was drawn from them, and partially so as late as Charles II.

By the time of the Norman Conquest, New Romney—the Novus Portus of history—had succeeded Old Romney. It had then five churches, only one of which now remains, unless we reckon that of Old Romney, two miles, and Hope, one mile away. It is probable that Old Romney had been embanked by the Romans. The Romneys, together with Hope, originally were one island. Hope village stood about a mile from Romney; and its chapel, which is now a picturesque ruin, is said to be the oldest in the marsh. Tradition says it was named Hope-all-Saints, in the pious belief that after its erection the inhabitants would have little more to fear from the sea's inroads. Part of The Conqueror's forces landed at New Romney, where they were so roughly treated by the inhabitants that, after the battle of Hastings, William sent a detachment to chastise them.

As Romney was an island, and is even in the present day exempt from the wall-scot on account of its elevation, so Lydd was also an island; and Midel-ea was the island between the two former. This must not be confounded with modern Midley, nor with the Midley of Domesday-book, which in 1086 is said to have yielded pannage for hogs. The present Midley was all sea at the time of the Conquest. The high land about Romney is composed mainly of Hastings sand of various shades, from yellow to grey, with layers of ironstone. It extends westwards to Lydd, and northwards to St. Mary's. Between Romney and Dymchurch Wall it forms the high sandbanks known as "the Warren." This sandy soil is probably the remains of one or more islands which existed off the coast between Hythe and Fairlight. Indeed, Ptolemy shows such islands, and some later geographers have indicated them.

Between the middle of the 11th century and the latter

end of the 13th, New Romney had become a commodious harbour for shipping. It had twelve wards, five parish churches, a priory, and a hospital. In Domesday-book it is stated to have had eighty-six burgesses. The town with its inhabitants had followed the river-mouth as did Hythe. Henry of Huntingdon tells us "That at such time as "Godwin, Earl of Kent, and his sons were exiles from this "realm, they armed vessels to the sea, and among sundry "other harms that they did on the coast of this shire, they "entered the haven of Romney and led away all such ships "as they found in the harbour." And Lambard, speaking of Dungeness, says:—"Neshe, ness—Saxon, a nose. A "nose of land extending into the sea. This cape lieth in "Walland Marsh, south of Romney, and is of the number "of those places that Earl Godwin afflicted in the time of "his banishment." This would lead to the inference that Lydd was the name of the island, and "Neshe" or "Ness" the name of the town upon it.

By the end of the 13th century these marshes presented, in consequence of embankings and drainage, an appearance such as is indicated by Map No. 2*. More than 600 years ago the laws for the government of Romney Marsh were called "ancient and approved customs." In the 41st of Henry III., 1256, Henry de Bathe, or Bathonia, was by the king appointed justice to hear and determine cases between the twenty-four jurats and the marshmen. His ordinances were put in force in the following year. They were six in number, and will be found in Appendix I. In 1288 a commission was issued for the other marshes, directing proceedings to be taken according to the custom of Romney Marsh.

It will be observed, by following the maps, that the Limen had been gradually thrust westwards—first from the foot of Lympne Hill and Hythe Haven to the channel

* See page 376.

from Appledore to Romney, then still farther westward, probably through Fairfield (where a line of fleets, some of them at the present day 13 ft. below high-water mark, indicate the river's former bed) to Promehill, Wainway Creek, and thence to Romney. But notwithstanding its meanderings it still found its way towards Romney Haven.

From very early times the lands to the west of Romney Marsh belonged largely to ecclesiastics, and to the enterprise of these men and the religious houses we are indebted for most of the reclamations of the next two or three centuries. Every parish in Romney Marsh is said to have had its church by the year 1291, and there were also some in the marsh-parishes outside its boundaries.

Land to the east and west of Lydd had been inned by 774; for in that year portions of it were given by King Offa to Janibert the archbishop. The celebrated Thomas à Becket led the way in 1162, and this tract of reclaimed land is still known as St. Thomas's Innings. A large farm upon the high road from Appledore to Lydd is known as Becket Farm, and this is now the property of "The Great Church." His connection with the district and with the cathedral affords much of the material for Tennyson's last tragedy, in which the most prominent personages besides the king, are the archbishop and the frail Fair Rosamond. In its opening pages we meet with the following expression from King Henry:—

> No man without my leave shall cross the seas
> To set the Pope against me.

We find in history that to escape an angered king Becket, in 1168, "took boat secretly at Romney, minding to "have escaped over, but he was driven back by a contrarie "wind, and so compelled to land against his will."

There are in *Becket* many allusions to places just outside the marsh. The class of men who held Church lands either

by grant or by force is well pourtrayed in "The fierce De Brocs of Saltwood Castle." Becket addressed one of them thus:—

Becket: And thou, De Broc, that holdest Saltwood Castle.
De Broc: And mean to hold it, or—
Becket: to have my life.

It was at Saltwood Castle that the murderers of Becket assembled when they came over from the Continent; and they afterwards galloped along the Stonestreet Road to commit their deed of blood in Canterbury Cathedral. The temporary abode of Fair Rosamond was at Westenhanger, where a round tower with pointed roof is still known as Rosamond's Tower.

There is no evidence that, taking these marshes throughout, the population was ever greater than at the present day. But to the traveller the churches seem greatly disproportioned to this population. Laing says—"In Kent "fifteen or sixteen churches may be seen within a space "which altogether would only be a considerable parish in "extent, and in some of the parishes there never have "been above half a dozen families. In Romney Marsh, a "tract of alluvial land studded with churches many of which "are spacious, there are no indications that this tract has ever "been so densely peopled as to require so many and such "large places of worship. On the ground there are no traces "of former inhabitants, no marks of the plough, no vestiges in "the churchyards of numerous resting-places of former "generations. It must have been always, as at present, "pasture land, thinly inhabited, and attached to the arable "estates upon the clay ridge adjoining to and overlooking "this marsh."

When it is considered that, at the time we are speaking of, both kings and nobles were rude and licentious, and that they used the most unscrupulous means to gain their ends,

conciliating the clergy by large grants of land which were to be used for religious purposes, such as the erection of churches, we are able to account for the numerous structures.

William Cobbett, who travelled this district in 1823, remarks:—"In quitting Appledore I crossed a canal, and "entered on Romney Marsh. This was grass-land on both "sides of me to a great distance. The flocks and herds im- "mense. At three miles from Appledore I came through "Snargate, a village with five houses, and with a church "capable of containing 2,000 people. At Brensett, a mile "farther on, I with great difficulty got a rasher of bacon for "breakfast. The church here (only a mile from the last) "nearly as large, and nobody to go to it. 'Dark ages' indeed "those must have been, if these churches were erected without "there being any more people than there are now. But *who* "built them? Where did the *means*—where did the *hands* "come from? From the window of the house in which I "could scarcely get a rasher of bacon and not an egg, I saw "numerous flocks and herds fatting, and the fields loaded "with corn. The next village, which was two miles farther "on, was Old Romney. They have here about 800 large, very "large, sheaves to the acre. At this Old Romney there is a "church (two miles only from the last, mind!) fit to contain "1,500 people, and there are for the people of the parish to "live in twenty-two or twenty-three houses."

Cobbett seems to have possessed to a considerable extent the old Saxon's appreciation of swine's flesh, for he tells us elsewhere that the man who could not live on good fat bacon wanted the sweet sauce of labour.

Following upon the innings of Becket, between 1162 and 1174, we have those of Archbishop Baldwin, who held the see from 1184 to 1190, Peckham about 1229, Boniface from 1243 to 1270; and so on in succession until the large tract called Guildeford Marsh was reclaimed by Sir

John Guildeford and others between 1475 and 1562. In a commission granted to Sir John Fogge in 1479, is stated the bounds of Walland Marsh, the whole of which was then inclosed except Wainway Watering and Creek, and other small creeks adjoining. Walland Marsh records of 1560 show that the sea then flowed up as far as Aghonie Marsh Walls. By a grant from Charles II. in 1661 the Wainway Creek was closed and embanked, and this concluded the innings, as all the land was now reclaimed to the mouth of Rye Harbour. Map No. 3* represents the appearance of these marshes at the end of the 17th century.

Between the years 1236 and 1334 a succession of violent storms raged along the south coasts of Kent and Sussex; the main results of which were the diversion of the course of the streams and the blocking of the harbours between Fairlight and Dover. In the first of these years great damage was done to the sea-walls at Winchelsea, Appledore, and Romney. In 1250 another storm caused a tremendous inundation, which did great damage at Old Winchelsea, and prepared the way for the havoc which was wrought here in 1287, when the whole town was completely destroyed, together with its inhabitants, and sank under the waters to rise no more. Old Winchelsea lay outside of the present harbour of Rye, and upon the line of ancient shingle. Promehill was destroyed at the same time, but many of its inhabitants escaped to Lydd. Matthew Paris, Somner, Horsfield, Holinshed, and others give detailed accounts of these storms and their effects, one of which was to open a harbour at Rye.

Camden confirms this, and says that the storm of 1250 changed for a time the course of the Rother, and opened for her a nearer way into the sea. He adds that every effort was made to keep the old walls between Appledore and

* See page 376.

Romney in repair, but that the tempest of 1334 rendered this any longer impossible, so that all thoughts of restoring the former channel were abandoned in 1337, when the king by letters patent granted the old trench or channel "from an arm of the sea called Appledore, towards the town of Romnie" to the various owners of the adjacencies, with license for them to obstruct, dam, and stop it up, as ships could no longer pass. The grant cited that by the force of the sea another trench had been made from the same arm to Romnie, which was more capacious.

A commission had been appointed in 1324 to inquire into the state of the old trench, and its disadvantages to the locomotion of the district. The barons of the Cinque Ports, fearing the loss of their jurisdiction, were greatly incensed at the issue of this commission, so they prepared to fight it out with the marshmen; but as the king considered he should soon want the assistance of both parties to fight his battles, the commission was withdrawn and peace restored.

Many years before this a sluice with folding-doors had been fixed at Appledore to receive the sea-waters flowing up from Winchelsea. These, with the Rother water, were to scour the channel to New Romney. Another sluice was put in at Snargate, or Sneregate, to direct these waters at the ebb. And at Romney a third sluice was formed to prevent the flow of the tides up the channel. But, notwithstanding all these precautions, the channel swarved up and was abandoned.

As late as the reign of Edward III. the tide flowed up to Newenden, where the bridge was then broken down, and great damage done to the adjoining lands by the influx of the salt-water. By some Newenden is supposed to have been the ancient Anderida, and traces of the vallum and mound of the castle are shown. The Rother is sometimes called the river of Newenden.

Down to 1509 the tides flowed to Smallhythe, on the north of Oxney, and the Rother was there navigable, as may be seen by the license granted by Archbishop WAREHAM, to enable the inhabitants of that ville to establish a chapel, with a chapel-yard, for the burial of bodies wrecked upon the shore under the town of Smallhythe—"infra oppidum de Small Hyth."

In the numerous commissions issued for overlooking and repairing the sea-walls we find no mention of Dymchurch until the time of EDWARD III. (1359), when it was decreed that the assemblies be held at Dimcherch or at Newcherch. This wall appears to have given no trouble. But as the shingle wasted it became necessary to erect insett walls behind the weaker parts. To these succeeded immense stone groynes or knocks, which were in use until the commencement of the present century. These were masses of loose rock between timber piles, placed at right angles to the coast. In 1803 Mr. RENNIE was called in. Up to that time the face of the wall had been nearly perpendicular. He gave it a slope of 6 to 1, and faced with brushwood, extending the top of the wall considerably inland. In carrying out these works a sum of £50,000 was spent in about three years. The previous expenditure had been about £3,500 per annum. In 1825 Kentish ragstone was brought from the hills and used for facing; and in 1839 the present system of sheet piling was adopted, the slope being 8 to 1, to high-water medium spring tides, gradually increasing from that point, and terminating in a curve of 7 feet radius. The adoption of this system reduced the expenditure from £10,000 per annum to £4,000.

Though some evils may have arisen from the large accumulation of shingle at Dungeness, and the supply which would otherwise be carried along the coast being there arrested, there is little doubt that this headland is a great

protection to Romney Marsh coast in general, and to the present Dymchurch sea-wall in particular. It keeps back the heavy seas from the south-west; and the very roughest in Dymchurch east road is smooth water in comparison with the seas in the west. At the present day, whenever a stiff south-west wind springs up and seas run high, an immense number of vessels put into Dungeness east road; which, on account of its position and depth of water, is capable of being made one of the best harbours of refuge upon the whole of our coast-line.

The present Dungeness Lighthouse was erected in 1792, by WYATT, at the expense of the Earl of LEICESTER, and after the model of Eddystone. This was built 600 yards nearer the sea than its predecessor, and 100 yards from the shore. The necessity for its erection is shown by the following extract from LAMBARD:—"Before this neshe lieth a "flat into the sea, threatening great danger to unadvised "sailors." The first beacon was wood upon a raised platform, then coals, afterwards the pitchpot, succeeded by the first lighthouse built in the reign of JAMES I., 1603.

Upon the north and west of these marshes at the present day we find the Grand Military Canal, which was constructed by PITT at the end of the last and in the beginning of the present century. This was at a time when NAPOLEON had an army of 100,000 men encamped on the opposite coast of France, and a large flotilla of gunboats at Boulogne threatening our shores. It is 90 feet wide, and was 18 feet deep. Its length from a point a little to the west of Sandgate to Cliff End near Fairlight, is 21 miles. It joins the Rother at Scot's Float Sluice, and runs with it to Rye, being afterwards extended past Winchelsea to Fairlight Cliff. At the time of its construction it might have presented a formidable obstacle to an invading force. Now its advantages would be comparatively small. After it

was made the streams at the back of Hythe were turned into it; and as it receives others at the present day, and also the large volume of water pumped into it near Appledore, barges still come up a considerable distance from Rye, and discharge shingle and coals at Appledore Bridge.

Before the year 1644 Rye Harbour had no permanent connection with the Rother, though, as before stated, the violent storms which swept the coast from time to time made constant changes in the river's course. This harbour received the Brede and the Tillingham waters, which were insufficient to keep it open; consequently it swarved up. The course of the Rother had been outside Guildeford Marsh, near the church. In 1701 Rye applied to Parliament for powers to construct a new harbour, and obtained an Act in 1722. The harbour-mouth was to be near Cliff End, east of Fairlight. A channel was cut from the strand to bring in the Tillingham, and the Brede was let in near Winchelsea. In 1769 it was decided to turn the Rother also. But in 1787 the new channel was stopped by PINKERTON's Dam. This was cut at the end of the same year, and a new channel was made 150 feet wide at the top. Thus the new harbour, the work of 60 years, and the expenditure upon which had exceeded £200,000, was abandoned, and the old one again resorted to.

In 1833 the enterprising Commissioners of Rye Harbour obtained an Act empowering them to embank the adjoining salt marshes, as these were so swarved that they were not overflowed except at unusually high spring tides. This work was completed in 1838, and 742½ acres were inclosed at a cost of £10,630.

In Map No. 4* you have a sketch of Romney, Walland, Denge, and Guildeford Marshes, as they appear in 1885. The inlets of the sea and the ancient river-beds have for the most part been dried up, and the railway has invaded this

* See page 376.

once solitary region, running along its western side from Ham Street to Rye, bisecting it from Appledore to Dungeness, and sweeping round from Lydd to the coming seaside resort of New Romney. Here the enterprising firm of Messrs. Tubbs & Lewis has purchased an estate of 500 acres. This includes The Hoy, of 170 acres, the reclamation of which has already commenced. The planting of avenues and the erection of houses are also in progress; so that the town seems destined within a few years to regain by means of its railway communication what it has lost by the desertion of the sea. The further extension of the line to Hythe and Folkestone, which will probably soon come, is all that is necessary to render the work complete.

The projection of Dungeness causes an eddy of the sea at the Littlestone end of Romney Hoy, so that this point advances gradually westwards, or in a direction exactly opposite to the run of the shingle along the coast generally. This constant increase of the marsh land in breadth is noticed by Leland, who, in his *Itinerary*, vol. ii. p. 142, says—"Rumney Marsch ys from Lymne hil upwards a x "myles in lenght, and wher yt is most, about v myles in "bredeth, and that as I suppose now is aboute the towne of "Rumeney. The Marsch of Rumeney encresith dayly yn "breede. But yt is not yn al places of like breede. For "yn sum place yt is ii myles, yn sum iii myles, yn sum iiii "& v myles over."

The district is now what Leland described in his day—"A marvelous rank grownd for fedyng of catel, by the "reason that the grasse groweth so plentefully upon the "wose sumtyme cast up there by the sea." And good drainage has completely altered its atmosphere since the time when Lambarde pronounced its climate to be "bad in "winter, worse in summer, and at no time good, only fit for "those vast herds of cattle which feed all over it."

Romney Marsh is still governed by the ordinances framed by Henry de Bathe, which are administered by the lords, bailiff, and jurats. The qualification of a lord is the ownership of a manor. The importance attached to the position may be inferred from the fact that a piece of land whose possession carried with it the lordship of Craythorne recently sold for £153 per acre—ordinary marsh pasture. The duties of the lords, bailiff, and jurats are—the maintenance of the sea defences and the drainage, and the levying of "scots." The latter are divisible into the wall-scot and the drainage-scot. Combined they amount to from 4*s.* to 6*s.*, or from 8*s.* to 10*s.* per acre per annum, according to the necessary outlay upon the sea-walls. They were once known to reach 27*s.* per acre on all scotted land, within the first half of the present century. Times or expenditure had changed from the reign of Edward VI., when Lambarde wrote of the wholesome ordinances for the drainage, the yearly cost of which was then only one halfpenny per acre!

To appreciate fully the value of these marsh pastures they must be considered in relation to the hill farms of Kent and Sussex, with which many of them are let. A good one will in the present day carry six sheep to the acre from April to October, and three for the remainder of the year, and this in addition to a few bullocks on the run. The sheep kept in Romney Marsh only probably vary from 150,000 to 180,000, according to the season.

At former periods of high prices of cereal produce, and more particularly about the time of the Crimean war, the tenants of some of the marsh lands applied for and obtained permission to break up pastures, voluntarily raising their own rents in some instances as much as £1 per acre for the privilege. It is scarcely necessary to add that such of these as still exist are sadder and wiser men. An opinion prevails in the district that the productive permanent pasture—like

the bold peasantry—"when once destroyed can never be supplied," and that the marsh land will not again lay down to grass. From my own experience I am inclined to consider this a fallacy, and on the strength of that conviction I am laying down considerably.

Romney Marsh has suffered severely from the universal fall in the prices of agricultural produce—meat, wool, corn, straw, and fodder, as well as in turnip-seeds. The fresh broken-up pastures, like some of the virgin soils across the Atlantic, for a while produced abundantly without the aid of manures. The proximity of a good outlet for corn, straw, and fodder, such as Shorncliffe Camp, combined with tolerably high prices, was, in some instances, a strong inducement to sell off more than the land could afford to lose; hence the poverty of soil which has ensued in some cases. Vexatious restrictions are things of the past: but a wholesome enforcement of those covenants which, while they maintain the productive powers of the soil, benefit alike the owners and successive occupiers, and which have stood the test of time, is desirable for the good of all concerned. But for the necessary covenants of his lease many an impulsive and inexperienced tenant would have exhausted his land and emptied his own pocket during its currency.

Large amounts of farming capital have been sunk during the last decade. But to this there have been many contributory causes besides increased rents which prosperous times warranted new tenants to offer, and landlords to ask for or accept. Wet seasons some years back impoverished marsh lands as well as others throughout the country, and made clean cultivation an impossibility. Of the cultivation generally, and of the quantity and quality of the produce, there is but little room for complaint: prices alone are at fault.

The enthusiastic emigrant declared that he had only to

tickle his soil with a hoe to make it laugh itself into an abundant harvest. Romney Marsh soil, though not quite so sensitive, shows its gratitude for good cultivation and the rubbing in of a little manure by the production of crops which have astonished many others besides William Cobbett. And at the present time many a fresh-worked field looks in the distance as though it had been finished with the pencil rather than with the plough.

APPENDIX I.

The Ordinances of Henry de Bathe. (Summary.)

1. Twelve men to be chosen, six of the fee of the Archbishop of Canterbury, and six of the barony, who should proceed to measure all the banks, new and old, by the perch of 20 foot. Afterwards the said jurats should measure in acres, and by the same perch, all endangered land and tenements within the marsh. Then twenty-four men elected by the commonalty were to point out to every owner the share and portion of the banks which he would be compelled to maintain. Thus, according to the proportion of acres endangered, each man had his length of sea-wall to keep in order.

2. The twenty-four jurats to meet when necessary, view the endangered place, consider who was liable, and fix a time within which the work should be done.

3. The common bailiff of the marsh then to give notice to the parties liable. If these failed to do the work within the specified time, the Bailiff might execute the work and charge them double the cost, distraining for the same if necessary.

4. Where there were partners in a parcel of land, and

the liability of each was small, the jurats might assign a part to each; and if one failed to defend his portion after admonition, the same portion might be assigned to the other partners, who might do the necessary work and hold the land of the negligent party until they had been paid double the amount of the cost of repairs.

5. If all the partners failed in their duty, the common bailiff could make good the whole at his own expense, and charge the defaulters with double the costs.

6. All the lands in the marsh to be kept and maintained against the violence of the sea and the floods of the fresh waters with banks and sewers, by the oath and consideration of the twenty-four jurats.

APPENDIX II.

THE ACREAGE AND POPULATION OF THE VARIOUS MARSHES WITH WHICH WE ARE CONCERNED, AND WHICH COME WITHIN THE DISTRICT.

	Acres.
Romney Marsh Proper - - -	24,049
New Romney Marsh or Level -	398
Old Bed of the Rother - - -	101
Walland Marsh - - - -	12,848
Denge Marsh - - - -	2,910
Jury's Gap Marsh - - -	3,009
Appledore Dowels - - -	500
Guildeford Level - - - -	3,244
	47,059

As the unions are not co-extensive with the levels, and the census returns include inhabitants outside the marsh boundaries, an approximate return only can be given.

From the table given in *Holloway's History*, 1849, we have—

Population of the 15 parishes in Romney Marsh	-	2,923
„ 3 „ in Walland Marsh	-	534
„ Lydd Parish - - -	-	1,410
„ Broomhill - - -	-	80
„ Guildeford - - -	-	126
		5,073

The population at the present time does not much exceed 6,000.

Authorities:—

Dugdale's "History of Imbanking and Drainage."
Cæsar's "Wars in Gaul."
Lewin's "Invasion of Britain by Julius Cæsar."
Holloway's "History of Romney Marsh."
Leland's "Itinerary."
Lambarde's "Perambulation."
Hasted's "History of Kent."
Somner's "Ports and Forts."
Furley's "History of the Weald of Kent."
Holinshed's "Chronicles."
Cambden's "Britannia Antiqua."
Elliott's "Dymchurch Wall," in "Transactions of Inst. of Civil Engineers," Vol. VI.
Darrell's "History of Dover Castle."

Mr. C. Oakley (Fellow) begged to move a vote of thanks to Mr. Burrows for his very interesting Paper, the preparation of which must have cost him a very large amount of research.

Like the author, he had been frequently struck by the number and size of the churches in a district apparently at all times so sparsely populated. It seemed to him that the theory suggested in the Paper that they were due to the frequent gifts of land to ecclesiastics in former times was probably correct.

Mr. G. Webb (Fellow), having seconded the vote of thanks, said that he would add one practical observation as to the deposit on the marsh land. On enclosing some land near the Swale, which ran into the sea by the mouth of the Medway, he found that the deposit on the Saltings accumulated about 14 inches in depth in 100 years. This accumulation was the result of deposit from about 300 tides per annum. Referring to land broken up in Romney Marsh, he was of opinion that land laid down to grass after being under the plough took a great number of years to make a good pasture, and it was doubtful if it ever became as good as at first.

Mr. G. Wilks (Visitor) had listened with the greatest pleasure to Mr. Burrows' Paper, as the subject was one in which he was particularly interested. He could, he thought, carry the subject back a little farther than the author—as far back as the time of Ptolemy, King of Egypt, when Romney Marsh was covered by the sea. Lympne, or Portus Lemanis, at the east end of Romney Marsh appeared to be the place called Novus Portus, in Ptolemy's Geography. Between Hythe and Winchelsea on the most ancient maps is a large bay or indentation—the Bay of "Romaine"—the now large and fertile district of Romney Marsh being not yet formed. Ptolemy compiled his account of Britain partly from fresh observations and partly from the accounts given by mariners of Tyre, who

flourished in the first century of our era. His work was published about A.D. 120, and the earliest maps compiled from his tables were those signed by AGATHODÆMAN of Alexandria, which date from the fourth century, and are now in the Imperial Library at Vienna.

He produced some maps for the information of the Meeting. The first of these maps was taken from the first printed edition of PTOLEMY'S Geography, published at Rome in 1478, and might be regarded as representing all that could be found in the earlier maps. The site of the bay was distinctly marked. The next map was, no doubt, compiled for military purposes, as it was not a map in the proper sense of the term, but consisted of diagrams drawn purposely out of proportion, in which the military roads were projected in a panoramic view, with references in figures to the mileage between the stations.

The copy now existing was found in the Library of Count PENTINGER at Augsburgh, A.D. 1547, and was supposed to have been brought to Europe from a monastery in the Latin kingdom of Jerusalem, and to be a copy of a thirteenth century scribe from an MS. of the beginning of the fourth or end of the third century. It showed the various Roman roads, one in the direction of Lympne, where the situation of the old bay or harbour was clearly defined.

The next map was taken from a later edition of PTOLEMY, published A.D. 1525, the site of the old port being again clearly defined.

The fourth map was a copy of PTOLEMY'S Map of the World. The bay was shown even here, and it also appeared on the Ancient Map of the World in Hereford Cathedral. He was indebted to Mr. ELTON, M.P., for these maps and descriptions.

Here, then, was an early glimpse of the state of the coast at this point. The Romans, as was well known, invaded

Britain B.C. 55, and whether JULIUS CÆSAR landed at Hythe, as some imagined, or at one of the many other places which have been proved to the satisfaction of the supporters of the particular locality, while still leaving the general public in doubt, remained to be decided.

If one considered that for the space of many centuries the rivers from the hills had been pouring their waters and bringing down soil and *débris* into a bay such as he had described, it was not difficult to imagine (from one's own knowledge of the quantity of silt which even one little stream would bring down, and from the denudation of the land which was known to be continually taking place) what an enormous accumulation would arise over such a large area as this, extending some twenty miles round the bay. But, in addition to the rivers, the bay being protected from the winds, and the water being quiet, every tide would make its deposit and add to the silting up. This same process was now going on every day in Dungeness Bay, but without the assistance of the waters from the hills.

In their own time, some hundreds of acres had been taken in opposite Romney; the Bay of Dungeness, between the point and Hythe, was gradually silting up first sand, then soil deposited by the sea, then embankment, then pasture land, or, as his friends at Romney would say, building land; and in ages to come, perhaps not so far distant, for its progress increases as the beach of Dungeness accumulates, the Bay of Dungeness, like the old Bay of "Romaine," would be dry land. Judging the past from what was now going on it was possible to realise what the process was in the old bay. It was well known that the accumulations do not take place evenly over a large area. Small obstructions to the rivers, and fresh water passing to the sea, would turn the currents, accumulating a bank here and a bank there; an eddy would form, and then an island, and this appeared to him to be

the explanation of the formation of Romney Marsh. These islands would, as they appeared (Old Romney was the first), be reclaimed from the sea: the fresh waters and rivers would get into more defined channels, still flooding the islands after heavy rains, and covering them with the rich deposit now so valuable to the graziers of Romney Marsh. As far as his researches had at present led him, he should say that some time before the first visit of the Romans the land, which in some parts was 13 feet below high-water mark, was flooded by sea and by river water, though the main waters from the rivers and the hills found their way to the sea in three principal channels; one at Rye, another between Lydd and Romney, and a third at Dymchurch.

Of these, only one, Rye, was now open. When the others became choked by the accumulation of shingle and sand had not yet been positively ascertained. As regards Lympne, the land was described in a Saxon charter, A.D. 732, as bounded on the south by the River Limene, and on the north and west by Hudanfleot, or Hythe River, so that at this time the river existed there. WILLIAM THE CONQUEROR made West Hythe a port when Lympne became choked up. It was probably at this period that the outlet at Lympne was lost. As regards the outlet between Romney and Lydd, he had no data. The Romans, who were said during their occupation to have built the Rhee wall, and made the new channel from Appledore to New Romney, quitted Britain A.D. 488, and yet Lydd was described in a charter in A.D. 744 as bounded by sea north and east.

The effect of the building of the Rhee wall was to shut off all the rivers from the land eastward, thus reclaiming 22,000 acres from the fresh-water floods, and the rivers which were all to the west of the wall found their way to the sea by Rye and the new channel to Romney; this continuing up to the 12th century, when the new channel to

Romney, like the old channel between Lydd and Romney, became choked with shingle and sand, and the river waters were left with their existing outlet at Rye.

In conclusion he would show the Members a copy of a map of the marsh dated 1617, upon which they would observe a red line indicating the alteration in the coast in the course of two centuries, and showing what a vast amount was lost in one direction and gained in others.

Mr. R. Waterman (Fellow) after Mr. Burrows' able sketch of the history of the marsh, would limit himself to a few remarks on its present condition. It was generally supposed to be one of the best pasturage districts in England. It had been said that the land would keep three sheep in the winter and six in the summer, but it would be found, he believed, that the average was from six to ten in the summer, and two in winter. Rents varied from £2 10*s.* to £5 per acre. It was very curious that in most seasons the marsh was clear (at any rate the greater portion of it) from rot, while on land nearer the hills, in years like 1860, the sheep were all affected. It was also observed that, wherever the water came from the hills on to the marshes, sheep suffered from rot, whereas nearer the sea they were perfectly healthy.

Something had been said about the number of churches in the neighbourhood, but, when it was stated that the tithes amounted to some 12*s.* an acre, on arable land they would, he thought, cease to wonder at the fact. Lydd especially was generally supposed to be one of the best livings in Kent.

The marsh land had one great peculiarity, if once broken up it was almost impossible to get it laid down to pasture again. The land was best adapted for sheep; the richest being suitable for fatting; and the other, for breeding purposes.

Mr. Burrows begged to thank the Meeting for the kind reception given to his Paper. With reference to the remarks of Mr. Waterman and Mr. Webb, the theory that the marsh land would not lay down when once broken up, was, in his opinion, a fallacy; and on the strength of this conviction he was trying it on a large marsh farm of some 300 acres, a great portion of which had been broken up at the time of the Crimean War—a privilege for which the farmer of that day had voluntarily added £1 per acre to his rent. He had spoken a great deal to Romney-Marsh farmers on the subject, and had come to the conclusion that one reason why Romney-Marsh seeding failed was because the soil had been left too loose, or not consolidated sufficiently. In walking that morning over marsh land on which corn was sown some weeks ago, he felt as though he was walking upon ashes or a volcanic soil. He intended, in laying down such land, to give it as much treading and rolling as possible, and hoped to show that his theory was correct. Mr. William Walker, the High Bailiff of the marsh, had shown him a field that had been laid down many years ago, and which at the present time was just coming into good pasture land, and he told him he believed it was the want of proper consolidation that had retarded it and done the mischief.

He desired in conclusion to thank Mr. Elliott for the use of the maps which were drawn up to illustrate Mr. Lewen's theory of the state of the coast at the landing of Julius Cæsar, and the successive innings up to the end of the seventeenth century.

The vote of thanks having been put by The Chairman and carried unanimously,

The Meeting adjourned.

Paper 131.
No. 223.

THE INFLUENCE OF TAXATION ON RENT.

By W. MATHEWS (Fellow).

Read at the Ordinary General Meeting of The Surveyors' Institution, *Monday, May 4th*, 1885.

THE PRESIDENT (MR. T. SMITH WOOLLEY) IN THE CHAIR.

The taxation raised for local purposes in this country, imposed as it is, almost exclusively, upon one description of property, has long engaged the attention of economists. It has assumed colossal proportions, it is daily increasing, it affects every interest which lies within the sphere of the professional labours of the Surveyor. We may therefore occupy ourselves, not unprofitably, in considering some of the questions connected with this kind of taxation—taxation, I mean, which is levied on the part of local authorities by rates upon real property.

Except in the case of small house tenements, rates are charged upon the occupier. Upon whom are they really incident? To what extent, if any, does the occupier obtain an equivalent by paying a lower rent?

Those who are curious to see how widely opinions may differ upon a subject which ought to be susceptible of demonstration will be amused to read the evidence given by the witnesses before the Select Committee of the House of Commons on Local Taxation in 1870. Some of these gentlemen believe that rates upon real property ultimately fall upon the owner; others, quite as eminent and equally

positive, that they ultimately fall upon the occupier. Even more remarkable than the divergence of opinion is the entire absence on the part of the witnesses of any assignable reasons for the convictions they express.

We are thus confronted, on the threshold of the subject, with a question of the first importance, upon which very few persons are agreed. Until we can see our way to an answer, any inquiries as to the justice, or otherwise, of particular forms of taxation will be so much beating the air.

I had intended, when I commenced this Paper, to discuss the whole subject of the incidence of Local Taxation, but I find that the small part of it which is included under the head of *The Influence of Taxation on Rent* will afford ample material for a single evening's discourse. The argument will fall naturally into two parts, the first relating to agricultural rents, the second to the rents of houses and other buildings. In each case we must have a clear idea of what rent itself is before we can understand how taxation, local or imperial, will affect it.

The theory of rent is usually associated with the name of David Ricardo, although Ricardo himself expressly ascribes it to two previous writers. It must, nevertheless, be acknowledged that it is to his exposition of the doctrine, in the second chapter of the "Principles of Political Economy and Taxation," published in 1817, that its acceptance as one of the fundamental principles of political economy is mainly due.

"Rent," says Ricardo, "is that portion of the produce of the earth which is paid to the landlord for the use of the original and indestructible powers of the soil." If land were unlimited in quantity, and uniform both in quality and in advantages of situation, no charge could be made for its use. But it is limited in quantity, and differs both in quality and in advantages of situation. In any country,

the land for the time being available for cultivation may be classed in descending degrees of desirability. In the early stages of society only that of the first class will be occupied. It will yield no rent; its produce will be appropriated as the wages of labour and the profit of capital. As population increases, and must be fed, recourse must be had to land of the second class, the produce of which will determine the remuneration of labour and capital. Land of the first class will now yield as rent the excess of its produce over that of the second. With every increase of population the same operation will go on, and as the area of cultivation expands, the rent of any description of land will be the excess of its produce over that of the least desirable land in occupation. At each step in the operation food will rise in price; the same quantity of it will require for its production a continually increasing quantity of capital and labour, and will exchange for increasing quantities of other commodities.

When all the land has been occupied, the population, if it should still increase, can only be supported by increasing the produce of the land already in cultivation. Now, a given area of land cannot be made to produce an indefinite quantity of food. After a certain limit has been reached, every additional application of capital will yield a continually diminishing return. It will usually happen that the second application of capital to land of the first class will yield a larger profit than the second similar application to land of the second class. It will then also create a rent, for rent is always the difference between the produce obtained by the employment of two equal quantities of capital and labour. Again, the second or third application of capital to land of a higher class may yield a larger return than the first application to land of a lower, in which case the creation of rent from the unequal return to successive applications of capital

to land already in cultivation will occur before the whole of the land has been occupied.

Such is the differential theory of rent as expounded by Ricardo.* It is, as Mill justly remarks, one of the cardinal doctrines of the science. It is verified by the low prices of land and the high rates of interest and wages which prevail in newly-colonised countries, and by the tendency, as population becomes denser, of rents to increase while interest and wages diminish.

It is assumed in these speculations that there are no imports or exports, but that the country is surrounded by Bishop Berkeley's proverbial wall of brass,† and that all the exchanges are made within it.

We may next inquire in what order the produce of land is distributed among the various parties entitled to divide it. When a farmer enters upon his occupation he must bring with him an amount of capital sufficient to stock his farm, to provide seed for his first crop, to support himself and his family, and to pay his labourers' wages until his first crop can be harvested and sold. Out of the gross produce of the first year he must set aside enough to replace the capital expended. What remains will be the net produce. Out of this he will take a share as profit, at the current market rate, upon the capital employed. If the net produce is insufficient to provide it, he will cease to cultivate the land. The residue of the net produce, after the farmer's profit has been deducted, will go to the landlord. Although it is true that the shares of the labourer and farmer are determined by the position, for the time being, of the margin of cultivation, it is none the less the case that, in every such position, the produce must be divided in the order—first, wages, or

* The term "*differential*," as applied to rent, was first used by my friend Mr. W. L. Sargant, "Science of Social Opulence," 1856, p. xv.

† Berkeley, "The Querist," par. 134.

labourers' share; secondly, profit, or farmer's share; thirdly, rent, or landlord's share.

We may now endeavour to ascertain what will take place if the tax-gatherer steps in and demands a portion of the produce. This will depend upon whether the tax is, or is not, levied on the gross produce.

The appropriation of a definite part of the gross produce of agricultural land is a method of taxation not now in operation in this country. It possesses, nevertheless, some historical interest, as it was the principle upon which tithes were levied before their commutation. Suppose that the worst land in cultivation yields, to the acre, 20 bushels, and the best land 60 bushels of wheat, and that the rent of the former is nothing, of the latter 40 bushels an acre. The tithe-owner goes to the former land and takes two bushels from each acre. It will cease to yield to the cultivator the market rate of profit, and to the labourer the market rate of wages. It would immediately go out of cultivation but for the fact that the food must, by hypothesis, still be procured from it. The effect will be the same as if the natural sterility of the land were increased; profits and wages will decline, and food will become dearer. Suppose next that the tithe-owner goes to the best land and takes six bushels from each acre. The available produce of the best land will be 54 bushels, of the worst 18 bushels an acre. The rent will be—

Before tithing ...	60	—	20	=	40 bushels.
After tithing ...	54	—	18	=	36 „
Tithe upon rent ...	6	—	2	=	4 „

It is easy to see from this example that, when a tax is levied on the gross produce, the tax on the rent of any land is the tax on that land less the tax on the land at the margin of cultivation; and also that, when the tax is levied

at a given rate per cent. in each case, it falls at the same rate per cent. on the rent.

It must be borne in mind that the rent in question is a produce rent, and that one effect of the tax will be to make produce dearer. The landlord will receive a smaller number of bushels of wheat, but, as each bushel will be of greater value than before, his money income will not be diminished in the same proportion as his produce rent. The subject is discussed at considerable length by MILL,* who argues that produce must be increased in value in the same proportion as it is decreased in quantity at the margin of cultivation. If such be the case, tithe must fall entirely on the consumer, and the landlord will only suffer in that capacity. It is, however, doubtful whether this will be the necessary result. The immediate effect of the tax will be to reduce profits and wages, and it is not obvious that prices will increase sufficiently to restore them to their former level.

If the tax, instead of being levied on the gross produce, is levied on what remains after the farmer's and labourers' shares are deducted, it is paid entirely by the landlord.

It is assumed in the above reasoning, as previously stated, that we are dealing with a country where there are no imports or exports, in other words, with an Utopia. Let us see to what extent the general theory must be qualified in order that it may be applicable to Great Britain at the present day.

We have first to note that there has been within the last eight years an extraordinary decline in agricultural rents, and a narrowing of the area of cultivation. According to theory either wages or interest or both should have increased. It is doubtful whether wages, as measured by their purchasing power, have increased within the interval;

* "Pol. Econ.," Book V., ch. iv.

interest, certainly, has never, in the experience of this generation, been lower than it is at present. The explanation is that both interest and wages are regulated, in the main, by causes independent of agriculture. They are determined to a very large extent by manufacturing and commercial operations, in virtue of which other commodities are sent abroad and exchanged for food, imported at prices which prevent the prices of home produce from rising above a certain level.

A distinction must now be drawn which, notwithstanding the opinion expressed by MILL that more importance has been attached to it than it merits, appears to me a fundamental one. Land in its pristine condition is incapable of yielding rent. To enable it to do so it must be improved. It must be cleared, inclosed, drained, and provided with roads, farmsteads, and labourers' dwellings.

These improvements are generally effected by the landlord. They form no part of "the original and indestructible powers of the soil." They are what is called fixed capital, and unless they yield the ordinary profit of capital they will not be made. The payment by the tenant to the landlord, which in common language is called rent, includes the interest on the landlord's outlay. The *real*, or differential, rent is the tenant's payment less such interest. It will, I think, be conceded that in this country, after the land has been cleared and made ready for cultivation, the necessary equipment for a farm cannot be estimated at less than £20 an acre, and that the return to the fixed capital, having regard to the cost of maintenance and the necessity for reproduction, should not be less than 5 per cent. It will at once be seen that land in respect of which the landlord is receiving no more than 20*s.* an acre yields no rent. It would probably be not very wide of the mark to say that, taking the whole agricultural rental of England and Wales, as it is at the present time,

three-fourths at least must be reckoned as interest on improvement outlay, and one-fourth only as real, or differential, rent.

The popular habit of designating as rent any payment made to a landlord by a tenant, whether it is rent in the economic sense or not, has become so confirmed that it is idle to resist it. The best that we can do is to classify such payments and affix appropriate names to them. A landlord will improve his land and render it fit for occupation if he can obtain at least the current interest on his outlay. This may be called the improvement rent. If the land is at the margin of cultivation this is all he will receive. As the quality or situation improves, the land will yield, in varying degrees, real, or differential, rent. This we may call the land-rent. The payment made by the tenant, or the sum of the land and improvement rents, may conveniently be distinguished as the nominal rent, and may be divided into gross or net, according as it includes or not the amount abstracted by the tax-gatherer.

We may here anticipate an objection which is frequently made by persons unacquainted with the different significations of the word rent. How is it possible, it is asked, that a tax can be a charge upon rent if it exceeds the rent which the landlord gets? The answer is that the word rent, which occurs twice in the question, is not used in the two cases in the same sense, and that the charge upon the landlord is the difference between what the rent would be if the tax did not exist and the rent actually received.

In considering the effect of taxing land under existing conditions, the issue must be narrowed by confining our attention to those taxes which are laid on real property only, not on other commodities, and which are expended in a manner not directly beneficial to the property on which they are laid. Such is the case with most descriptions of local rates. Their essential characteristic is that they are

levied on the nominal rents, that they tax not only the land, or real, rent, but the interest on the improvement outlay. It will be convenient to assume that the rate is made on the gross nominal rent instead of, as the practice is, upon what remains of that rent after the tax has been deducted. This will not affect the theory. A rate of 4*s.* in the £ on a nominal rental of £100 a year will produce £20, and will leave for the landlord a net rent of £80. The effect will be precisely the same if the tax is levied, on the net rental, at the rate of 5*s.* in the £.

Suppose that the different classes of land may be made, by the expenditure of £20 an acre, to produce nominal rents varying from 20*s.* to 60*s.* an acre. The land producing 20*s.*, that is to say, the improvement rent only, is the land at the margin of cultivation, yielding no real rent. The real, or land, rent yielded by the other classes of land will vary, according to their quality and situation, up to 40*s.* an acre. Suppose, further, that we have a series of farms, of values rising by 5*s.* an acre, already furnished with all necessary improvements, and that a rate of 4*s.* in the £ is levied upon each. The effect upon the real and nominal rents is shown in the following table, where the farms are numbered in ascending order from one to nine inclusive.

No.	Nominal Rent.	Real, or Land Rent.	Rate, one-fifth of Nominal Rent.	Part of Real Rent received by Landlord.	Proportion of Rate to Real Rent, per Cent.
	s.	*s.*	*s.*	*s.*	
1	20	0	4	−4	—
2	25	5	5	0	100·
3	30	10	6	+4	60·
4	35	15	7	8	46·66
5	40	20	8	12	40·
6	45	25	9	16	36·
7	50	30	10	20	33·33
8	55	35	11	24	31·43
9	60	40	12	28	30·

We can now understand how agricultural rents are affected by the intervention of the tax-gatherer. He goes to the land at the margin of cultivation and levies a tax upon it. The tax cannot be thrown on to the prices of produce, for those prices are prevented by foreign importations from rising above the existing level. It cannot be thrown on to the profits of capital or the wages of labour, for capital and labour would at once seek more advantageous employments. It must therefore be thrown upon rent. Now, the land in question yields no real rent. If the land is already improved the tax must be paid out of the improvement rent, that is to say, it can only be provided by the confiscation of a part of the legitimate interest on the owner's outlay. In the second zone the tax-gatherer appropriates the whole of the real rent, in the third zone, more than half of it, and so on, the percentage diminishing as the real rent increases. It thus appears that taxes on land are the least onerous on the highest-rented land and press with extreme severity on land near the margin of cultivation.

If the land of inferior quality, instead of being furnished with the necessary improvements, is in its pristine condition, how will its liability to taxation, by a rate on the nominal rent, affect the owner's willingness to improve it? Assuming that £20 an acre is necessary for the purpose, lands of the real values of 1, 2, 3, 4, 5 shillings an acre, may be made to yield 21, 22, 23, 24, 25 shillings an acre, nominal rent. A rate, in each of these cases respectively, of 1, 2, 3, 4, 5 shillings in the £, would reduce the interest on the improvement outlay below the market rate. The improvement therefore would not be made, and the liability to taxation would condemn the land to sterility as completely as if it were laid at the bottom of the sea.

Having now reviewed, as I believe, all the material facts relating to the first part of our subject, we have next

to consider the case as it relates to rents arising from houses, manufactories, and other buildings. We must first inquire how far such rents are analogous to ordinary agricultural rents, and secondly how they are affected by taxation.

It must be remembered that rent, in the real or economic sense, must always, and can only, arise from an unequal return to equal quantities of capital and labour. Now, just as agricultural land in its pristine condition can yield no rent until it is improved, so a piece of bare building land can yield no rent until it has been built upon. When the building has been erected, the site and building together will command a rent which, as in the case of agricultural land, we may call the nominal rent. This will consist of two elements. The first is the interest at the market rate on the cost of the building, commonly called the building-rent. Whatever the excess may be of the nominal rent over the building-rent is obviously the value of the site. This is the second element, and is commonly called the ground-rent.

The improvements in agricultural land are generally made by the owner, but in building land this is not the case. It is usually let to a lessee, who erects the building and expects to receive from it the market rate of profit on the capital employed. The cases in which buildings are erected by landowners themselves, for the provision of luxury or the gratification of caprice, are outside the scope of the present inquiry. The building-rent and ground-rent are both paid over to the building landlord. The former he retains for himself, the latter he hands over to the ground-landlord.

Agricultural lands differ from one another in the two elements of situation and fertility. Building sites differ from one another mainly in advantages of situation, partly in character of subsoil, depth of water-bearing strata, and other similar accessories. The real rent of agricultural land is the excess of the profit which can be obtained from it over that

obtainable from the least desirable land in occupation, from the land, that is to say, at the margin of cultivation. Similarly the real rent of building land is the excess of the return which it yields to labour and capital over the return yielded from the least desirable land occupied for the time being for building purposes, from land, as we may term it, at the building margin.

Agricultural land at the margin of cultivation yields no return to the landlord beyond the interest on the improvement outlay. This, however, is not the case with building land in a similar position. Such land must, as a general rule, be diverted from agriculture before it can be built upon and, being usually at the edge of population, is already yielding to its owner, not the lowest but the highest agricultural rent. The owner will not let it for building at less than its agricultural price. He will expect, in addition, some compensation for severing a portion of it from his other land, and an equivalent for foregoing, for a long term of years, the advantage he might derive from any improvement in value. He will require, if I may judge from my own experience, at least, double the agricultural rent. Suppose a case in which the gross nominal rental is £5 an acre, and that a manufacturer wishes to take an acre for the erection of a factory. The owner will demand a ground-rent of £10. The manufacturer will be obliged to pay it, and will recoup himself out of the price of the articles he makes. Hence, building land, at the building margin, will always command as rent a sum sufficient to induce the owner to divert it from agriculture. This may be called the initial ground-rent. The real, or differential, ground-rent will be the difference between the actual ground-rent in any given case and the initial ground-rent at the building margin. If, for example, some other acre of land is worth, as the site of a manufactory, a ground-rent of £50, instead of £10, the real, or differential,

rent will be £40. It thus appears that the rent of a building consists of three elements, the building-rent, the initial and the differential ground-rents. If the building is one erected for the purposes of trade the first two rents are ultimately paid by the consumer. The last is the money value of the superior advantages of the site.

A dwelling-house differs from other buildings in the fact that the house itself is the ultimate commodity. The occupier holds, with respect to a house, a position similar to that which the consumer holds with respect to the articles produced in a manufactory. In each case the interests of three parties are involved. In the latter, those of the ground-landlord, building-landlord, and consumer; in the former, those of the ground-landlord, building-landlord, and occupier.

The incidence of taxation upon building property is a problem of considerable difficulty, upon which no satisfactory conclusions have hitherto been reached, although it has exercised the ingenuity of some of the first authorities on political economy. The tax may be divided into two parts, that which falls on the building-rent, and that which falls on the ground-rent. As to the former, most authorities are agreed that it cannot be incident on the building-landlord, or the building would not be erected. In what proportion the entire tax will ultimately be borne by the ground-landlord, on the one hand, and by the consumer or occupier, on the other, is a question upon which great diversities of opinion prevail. Thus Adam Smith remarks,* that inasmuch as a house will not be erected unless the builder obtains the ordinary profit of capital, together with a fund for maintenance and reproduction, no part of a house-tax can fall upon the building-rent. The final payment must

* "Wealth of Nations," Book V., ch. ii.

fall partly on the occupier and partly on the ground-landlord. "In what proportion," he adds, "this final payment would be divided between them is not, perhaps, very easy to ascertain." A tax upon ground-rent, he believes, "would not raise the rents of houses; it would fall entirely upon the owner of the ground-rent." MILL is of opinion* that "in the end the occupier bears that portion of a tax on rent which falls on the payment made for the house itself, exclusively of the ground it stands on." With respect to the portion which is a tax on ground-rent he believes that it will fall on the ground-landlord or the occupier, according as an equivalent tax is or is not imposed on agricultural rents. In the latter event, he holds that there is no difference between the two component elements of the tax, and that "both alike fall ultimately on the occupier."

In venturing upon a question of so much intricacy to differ from some of the greatest masters of economic science, I shall lay with much diffidence my own conclusions before you, in the hope, nevertheless, that they will obtain your assent. It is only by following a line of argument similar to that already adopted in the case of agricultural rents that any certain knowledge upon this difficult subject can be acquired.

We must assume, for clearness of ideas, that we are dealing with a progressive community, with land not already built upon, but ripe for building purposes, with taxes similar in character to those previously considered and levied at a uniform rate throughout the entire kingdom. To resume the illustration already made use of; suppose an acre of land at the building margin of the nominal agricultural rent of £5, for which the owner exacts, and a manufacturer is willing to give, an initial ground-rent of £10, for the pur-

* "Pol. Econ.," Book V., ch. iii., sect. 6.

pose of erecting a factory. The manufacturer will expect to expend upon the building a sum of, say, £1,800, the building-rent upon which, at 5 per cent., will be £90. The gross nominal rent will be £100, of which the ground-rent will represent one-tenth. Now, suppose the tax-gatherer steps in and gives notice of a tax, at the rate of 4*s.* in the £ on the gross nominal rental, without imposing an equivalent tax on agricultural land, how will such a tax affect the interests of the various parties concerned?

Four shillings in the £ on £100 will yield £20 on the acre of building land. This tax cannot fall upon the ground-landlord, for he will not be content with less than his £10. It cannot fall upon the building-landlord, or the building would not be erected. On whom, then, will it be incident?

We have assumed that the building is intended for a manufactory. If you tax the means of producing a commodity you tax the commodity itself, and if you tax a commodity you increase its price. The tax, therefore, will be thrown ultimately on the consumer of the article manufactured, unless the price is raised above that at which it can be imported from abroad, in which case the article will not be made at home, nor the building erected.

Suppose, next, we have a second acre of building land, possessing over the first natural advantages which enable it to command a ground-rent of £50, that is to say, an initial ground-rent of £10, representing the value at the building margin, a differential ground-rent of £40, the money equivalent of its superior advantages over the first. As land rises in value, lessees endeavour to reduce ground-rents by diminishing the area of the sites. In the case supposed, a manufacturer would probably content himself with half of it. To avoid the inconvenience of changing the unit, suppose two factories erected on the second acre at a cost of £2,000 each. The rents will be as follows :—

Ground-rent, 1 acre - - - -	£50
Building-rent, 5 per cent. on £4,000	200
Gross nominal rent - -	£250

In this case the ground-rent is one-fifth of the gross. A tax upon this property at the rate of 4*s.* in the £ will produce £50.

The tax upon the building-rents, being at the same rate in the two cases, will equally fall upon the consumer. We may therefore restrict the comparison to the tax upon the ground-rents.

In the first case we have—

Initial ground-rent incident on consumer	£10	Tax upon it incident on consumer	£2

In the second case—

Initial ground-rent incident on consumer	£10	Tax upon it incident on consumer	£2
Differential ground-rent	40	Tax upon it - -	8
Total ground-rent	£50	Total Tax - -	£10

The tax of £8 on the differential ground-rent cannot fall on the consumer, or the price of the commodities would be raised above that at which they could be produced on the inferior site. It cannot fall on the manufacturer, or he would be paying £48 for advantages worth only £40. It must therefore fall on the ground-landlord. He will, in fact, receive a net ground-rent of £42 instead of £50. Of the total tax of £10, the tax of £2 on the initial ground-rent will be incident on the consumer; the tax of £8 on the differential ground-rent will be incident on the ground-landlord. Exactly the same rule will apply to a house if we read "occupier" instead of "consumer." When Mill says that a tax on ground-rents must fall ultimately on the

occupier, he is only correct on the assumption that the tax is levied at a fixed rate per acre, which, of course, is never the case.

If the tax is levied on agricultural rents, at the same rate in the £ as on ground-rents, the conditions are somewhat varied. An owner of an acre of agricultural land, of the gross nominal value of £5, who pays £1 away in rates, will only receive a net rent of £4, and will be willing to let the acre for building at £8 net rent, instead of £10; or, to put it the other way, he will be willing to pay the same tax on his ground-rent that he paid on his agricultural rent. The ground-rent and taxes on the superior site will now stand as under:—

	£		£
Gross initial ground rent incident on consumer -	10	Tax upon it incident on ground-landlord -	2
Gross differential ground-rent - - -	40	Tax upon it incident on ground-landlord -	8
	£50		£10

Net ground-rent received by ground-landlord, £40.

Hence, when a tax at the same rate in the £ is levied on all descriptions of real property, the tax on the building-rent is paid by the consumer or occupier, the tax on the ground-rent by the ground-landlord.

The inhabited-house duty falls under the preceding rule. The tax on the building-rent and initial ground-rent falls on the occupier; the tax on the differential ground-rent falls on the ground-landlord.

The incidence of taxation on building and ground rents is analogous to its incidence on agricultural rents in a country where there are no imports or exports. Whatever special burden is laid upon building property, at the building margin, must be borne by the consumer in the case of a

trade building, and by the occupier in the case of a house, except in so far as it may act in the direction of reducing profits and wages. The reason is that buildings are commodities which cannot be imported from abroad. As far as they are concerned the country is surrounded by "the wall of brass." Its industries demand, as a necessary condition of their existence, the buildings in which, for the time being, they are carried on, and adequate dwellings for the population engaged in them.

The assumption that the same rate in the £ is levied upon all descriptions of real property throughout the kingdom is not, in practice, the case. Great Britain is divided into a number of areas, parochial and otherwise, within which taxes are imposed, varying in degree according to the conditions of the communities inhabiting such areas and the comparative frugality of the local authorities. We have thus to introduce, into a problem already complex enough, the factor of differential taxation, and to inquire to what extent it will affect our previous conclusions. We find scattered irregularly over the country a number of areas of high taxation, surrounded by areas of lower taxation, these again by areas of lower taxation still, and so on, until we arrive ultimately at a large residual tract of agricultural land which has not yet come within the building margin. What foreign importation is to national agriculture, an area of low taxation is to an area of high taxation in its vicinity. It is true that the houses cannot be imported from the former to the latter, but what is equally to the purpose, the people can export themselves from the latter to the former. We have therefore to deal with a problem analogous to that of the taxation of agricultural rents under the influence of foreign competition.

Imagine two parishes, A and B, in the first of which the rates are 4*s.*, in the second 8*s.* in the £. As high taxation

is usually associated with high rentals and *vice versâ*, imagine an acre of land in each, of the respective ground-rent values of £10 and £50, and a factory to be erected on each acre at a cost of £2,000. The rents and taxes will be as under :—

	A. £		£
Ground-rent - -	10	Building-rent - -	100
Tax paid by ground-landlord - - -	2	Tax paid by consumer - - -	20

	B. £		£
Ground-rent - -	50	Building-rent - -	100
Tax paid by ground-landlord - - -	20	Tax at 4*s.* paid by consumer - -	20
		Ditto at 4*s.* paid by ground-landlord -	20

In the second case, the tax on the ground-rent must, of course, fall on the ground-landlord. The additional tax of £20 on the building-rent cannot fall on the building-landlord, or the building would not be erected. It cannot fall on the consumer, for the price of the manufactured articles is regulated by their cost at the lower-taxed building. It must therefore fall on the ground-landlord, who will receive, out of the gross nominal rent of £50, a net rent of £10 only, while £40 will be taken by the tax-gatherer.

Let us consider the case of a municipal borough B, which is an area of high taxation. There will be somewhere, within competitive distance, areas of lower taxation, wherein the disadvantages of inferior sites are more than counter-

balanced by the lower scale of taxation. Let A be that area which offers the most favourable conditions to a builder. The taxation in B may be divided into two parts, the rate prevailing in A and the excess above that rate. The former part will follow the law already investigated. It is the latter which constitutes the peculiar distinction of the more highly-taxed area, and to which our attention may now be restricted. We may suppose, for the sake of convenience, that A is untaxed, and that B is taxed at 4*s.* in the £.

In any area of high taxation the natural ground values are highest at some point within it, generally near the centre, whence they gradually decrease until they reach a minimum at the boundary. Suppose the highest ground value in A to be 1*d.* per square yard, the lowest in B just within the boundary to be 2*d.*, and that the land is required as sites for houses. The differential ground-rent of 1*d.* per square yard will represent what an occupier would save by not travelling to and fro between B and A, or some similar advantage. Suppose, further, that the building-rent is 18*d.* per square yard, so that the gross nominal rent in B would be 20*d.* a yard, for land and building together, of which the ground-rent would be one-tenth. The tax will amount to 4*d.* a yard, or 2*d.* more than the ground-rent, and the land cannot be built upon under these conditions. The occurrence just within the boundaries of boroughs of large tracts of vacant land, condemned to long years of inactivity from excessive rating, is a sight very familiar to Surveyors.

It may further be noted that in all cases where the ground-rent is as great as one-fourth of the building-rent, or one-fifth of the gross nominal rent, a tax of 4*s.* in the £ will tax away the whole of the ground-rent; so that, if the same proportion held throughout the area, no building could be erected within it. This result is prevented by the well-known law that as ground-rents and building-rents each

increase, per square yard, in approaching the focus of maximum value, the former increase more rapidly than the latter, or, to put it in other words, the proportion which the ground-rent bears to the nominal rent is a continually increasing one. If, for example, we have ground-rent values commencing at 1*s.* per square yard, and rising to 100*s.* and being respectively one-fourth of and two and a half times the building-rents, they will form some such series as is presented in the following table :—

Ground-rent Gross.	Building-rent.	Nominal Rent.	Tax, One-fifth.	Ground-rent Net.	Proportion of Tax to Gross Ground-rent per Cent.
s.	*s.*	*s.*	*s.*	*s.*	
1	4	5	1	0	100
10	15	25	5	5	50
20	20	40	8	12	40
40	25	65	13	27	32·5
60	30	90	18	42	30
80	35	115	23	57	28·5
100	40	140	28	72	28·

The last two columns, which exhibit the effect of taxation upon the real rent, present a striking analogy to the parallel case of the taxation of agricultural rents under the influence of foreign competition. We see the marginal zone within which all building is impossible. We see that when the land values rise sufficiently to enable buildings to be erected, the tax-gatherer seizes all but a small fraction of the ground-rent. We see that, at another stage, he takes one-half of it, and that, as the land values rise, the incidence of the tax decreases.

A few words respecting the effect, upon buildings already existing, of continually increasing taxation, are necessary to render the argument complete. Such buildings belong, as a rule, to building-landlords, as lessees for long terms at fixed ground-rents. As long as land values rise, the lessees

enjoy higher ground-rents than those which they pay to the superior landlord. The effect will be different according as the increase of taxation is common to the whole kingdom or peculiar to special localities.

In the former case, that part of the tax which is incident on the improved ground-rent will inflict no direct hardship on the building-landlord as long as the increment of such part does not exceed the improvement in the ground-rent. In the opposite event, the excess must be paid out of the building-rent. With respect to that part of the tax which is incident on the building-rent, the increment will be borne by the occupier or consumer. If it is very burdensome, every householder will seek relief by moving into a smaller house. As the number of houses of any given value is smaller as the value is greater, the result will be an increased demand for houses of the lowest value, a decreased demand for the remainder. Houses of the lowest value will rise in price until a sufficient number have been built to satisfy the demand for them. The others will remain in excess of the demand, and will naturally fall in value.

If the increase in taxation is peculiar to a special locality that part of it which is incident on the ground-rent will follow the same rule as in the previous case. The part of it which is incident on the building-rent cannot fall upon the occupier, or he would immediately obtain relief by moving into another locality. It must therefore be paid by the building-landlord. This effect is generally obscured by the improvement in ground-rents more than compensating for the loss on the building-rents. It is when the former become stationary, or nearly so, that the depreciation in building-rents begins to be felt. How severe the effect is when we have, on the one hand, declining land values, and, on the other, increasing taxation, most of us are painfully aware.

I have now introduced you, very imperfectly as I know, and, as I fear, at too great length, to a comparatively unstudied chapter in the great book of Political Economy. I shall deem myself fortunate if the conclusions which have been laid before you are such as to commend themselves to the judgment of my brother Surveyors. In that event I shall ask your permission to recur to the subject at some future date for the purpose of considering the practical applications of the principles we have established.

Note on the Commutation of Tithes.

The economic effect of the commutation of tithes is a question of some interest which I have not touched upon in the above Paper, as it would have interfered with the thread of the main argument. Mill's view, as expressed in the chapter referred to, is that before the commutation tithe was borne exclusively by the consumer, after the commutation, exclusively by the landlord, and that the change must necessarily have produced a fall in prices. "The rent-"charge," he says, "which is substituted for tithe is a dead "loss to the landlord; and the commutation of tithe was "not a mere alteration in the mode in which the landlord "bore an existing burthen, but the imposition of a new "one." And, in a previous part of the same paragraph, "the land or capital which pays no rent can now send its "produce to market one-tenth cheaper; the commutation "of tithe ought therefore to have produced a considerable "fall in the average price of corn." There is absolutely no evidence that the commutation had any such effect; but he adds, in the true deductive spirit, "if it had not come so "gradually into operation, and if the price of corn had not "during the same period been under the influence of several "other causes of change, the effect would probably have "been markedly conspicuous."

The flaw in this reasoning is due to the neglect of the distinction between real and nominal rent. If, at the time of the commutation, there had been none but real rents, and if the tithe on the land at the margin of cultivation, producing no rent, had been charged on the rent of other land higher in the scale of cultivation, the argument would have been a sound one. Such, however, was not the case. The land at the margin of cultivation was already paying, as improvement rent, the interest on the owner's outlay, to which the tithe was added. Suppose a farm yielding a gross produce of the annual value of £500, of which the landlord takes £100 as improvement rent, the tithe-owner £50, and the farmer £350 for wages, profit, and reproduction of capital. The effect of the commutation will be to raise the nominal rent to £150, out of which the landlord will pay one-third to the tithe-owner, leaving the farmer £350. The position of the parties is unchanged, and nothing has taken place which can affect prices. The reasoning is precisely the same in respect of lands higher in the scale of cultivation.

The commutation, by the better method of levying the impost, removed from the farmer a serious obstacle in the way of increasing his produce by improved agriculture. It also freed from the obligation of paying tithes lands outside the then margin of cultivation, and so brought such lands within the area of possible improvement. In each case it produced a distinct economic advantage, an advantage, however, the tendency of which was to increase rents, and not to diminish them.

Mr. E. Ryde (Past-President) had very great pleasure in proposing a vote of thanks to Mr. Mathews for his very able Paper.

He would ask the Members present to consider what it

was they had to discuss, and to look at the question practically as English land-surveyors.

They would all agree with the first words of the Paper, that taxation in this country had "assumed colossal proportions," and that it was laid upon, and borne almost exclusively by one description of property. The author said "except," "in the case of small houses, rates are charged upon the "occupier," and that being so, "upon whom are they really "incident? and to what extent, if any, does the occupier "obtain an equivalent by paying a lower rent?" Mr. MATHEWS anticipated that the argument would fall naturally into two parts, the first relating to agricultural rents, the second to rents of houses and other buildings, and he correctly assumed that one must have a clear idea of what rent itself is before one could understand how taxation will affect it.

It was assumed by Mr. MATHEWS that everyone was accustomed to quote RICARDO on this question of "*What is rent?*" He (Mr. RYDE) had not RICARDO much in his mind. He was much more familiar with the words of the Parochial Assessment Act.

On RICARDO's definition, "The rent of any description of land will be the excess of its produce over that of the least desirable land in occupation"—the expression "least desirable land" being understood to denote that land the produce of which will only just pay the expense of cultivation.

Then assuming that the cultivation of good land does not cost more than the cultivation of bad, the difference in the value of the produce of the two was equivalent to the rent which the good land will carry. For example, if one piece of land would produce five sacks of wheat to an acre, and was just worth cultivation, another piece of land which would grow ten sacks of wheat to an acre was worth to rent the value of five sacks of wheat, which at present market

prices meant £5 rent per acre. He might not understand Ricardo rightly, but it would be awkward to admit that land which would only grow four sacks of wheat to an acre was worth no rent, and that land which would grow ten sacks was worth £5.

A little consideration of the matter would nevertheless give a clear notion of what was the true rental value of agricultural land.

The author very properly stated that "when a farmer "enters upon his occupation he must bring with him an "amount of capital sufficient to stock his farm, to provide "seed for his first crop, to support himself and his family, "and to pay his labourers' wages until his first crop can be "harvested and sold."

He (Mr. Ryde) would prefer to put it that the farmer must be prepared to meet every outlay during the first year without looking for any return. He must not only be prepared to meet actual working expenses, but he would have a number of tradesmen's bills to pay, cake and feeding-stuffs and artificial manure to provide, and must be able to encounter contingencies in connection with his live stock. He would not go further into detail on the subject, but would answer Mr. Mathews' first question with the simple statement with which, he thought, they would all agree, that "the rent of agricultural land" which a tenant might reasonably be expected to pay was the equivalent to the market value of his produce, less the whole of his working expenses, less his rates and taxes, and less a fair profit for the farmer. In fact, if there were anything left out of the realisation of the produce of the farm after satisfying all the items which he had enumerated, that was the rent which a tenant might reasonably be expected to pay, assuming that one was only dealing with the natural fertility of the soil, and leaving out of view the question of accom-

modation lands near towns where the rent of the land depended on other circumstances.

That was the answer, *qua* agricultural land, which he gave Mr. MATHEWS to his first question, "What is rent?" and he hoped that he had put his answer on a sound basis.

Now, as to the question of rates and taxes charged on the farmer, "Upon whom are they really incident?" Could there be any doubt about it, if his (Mr. RYDE's) definition of rent was a sound and proper one; if the amount paid for rates and taxes was to be taken as part of the farmer's outgoings and working expenses; if the farmer has to be satisfied for all money spent, and for skill and industry brought to bear on the land itself; that the balance only would be the landlord's rent? Supposing there were no rates and taxes, there would be a larger balance left which the tenant might reasonably be expected to pay as rent. If, therefore, it was a sound argument that if there were no rates and taxes the landlord would get a bigger rent than he now does to the extent of these rates and taxes, *qua* such rates and taxes, they were incident only on the landlord.

There was one other question left. Did rent, as applied to houses and buildings, differ from its application to agricultural land? The circumstances under which rent was given by a tenant for a house and for agricultural land were somewhat different, for the amount of rent that a man would give for a house was not determined by the produce of the house, as in the case of agricultural land, but by considerations as to the rent at which he could get another house, as good, for his purpose? He (Mr. RYDE) was not discussing the question whether it was right that the incidence of taxation should be wholly on real property, or partly on real and partly on personal, as in the case of a leasehold house; but he was assuming all houses to be sub-

ject to parochial rates, and under such circumstances he contended that the ground-landlord could not be separated from the building-owner. In London more than in any other part of the kingdom, where building leases prevailed, the leasehold tenure was simply an arrangement between the lessor and lessee for getting the land covered with houses. Very often a third party, a capitalist, was associated in the business, so that the house became a compound property; but for the purposes of taxation the land, which alone was rateable, became improved to the extent of the money that was spent on it in the building of the house.

Practically, the house absorbed the land and became the real property, and nobody asked "How much will you give for this piece of land," when the house had been erected, but, "How much can I get for the house?"

He (Mr. Ryde) submitted that the building-owner and the ground-landlord must together be regarded as joint owners of the property to be rated. The building-owner, as a rule, was not the occupier of the house. The occupier was generally a third party, and there was very often, in London, a fourth and a fifth party. It was more general to find five interests in a house than three. Then, upon whom would be the incidence of taxation,—upon the joint owners or the occupier? His answer was, upon the owners. Test this view by taking as an illustration two houses of £500 a year each, in the Strand, subject to rates amounting to £100 per annum each house. Assume that the two houses were exactly alike, stood side by side, and that the situation on all points was equal, but that they belonged to two different people. One landlord, for some purpose of his own, said, "I will pay the rates and taxes, but I will have £600 a year," at which rent he found a tenant. The other landlord required the tenant to pay the rates and taxes, amounting to £100 per annum. Did they think he would

get £600 a year for his house from a tenant who had the rates and taxes to pay, when the man next door obtained only that rent from a tenant who did not pay rates and taxes? It was not common sense that he would, and therefore the incidence of such taxation must really be on the landlord. He should like to see the Institution discuss the Paper on these lines, viz.—

(1) Was he right, or not, in saying that in all cases of agricultural rents, the rates fell on the landlord, and that the land would be so much higher rented if there were no rates and taxes?

(2) Was he not equally right in saying that the taxation of houses fell on the owners of houses, because the rents would be so much higher if there were no rates and taxes? He thought that in that Institution they were mostly agreed that rates and taxes were the same as additional rent, and that they must all ultimately fall upon the landlord. Any attempt to alter the incidence of taxation by putting a part on the landlord, and a part on the tenant, would only create trouble and difficulty, and would benefit nobody. Looking at the figures in the Paper, he did not know how they could suggest an improvement in the taxation of land. What would happen supposing one were to say that all land worth no more than 20*s.* an acre was really worth no rent, because 20*s.* only represented interest on the capital which had been originally spent in converting it from land in its primeval state to land suitable for the purposes of the agriculture of the present day? How could they set about working out an alteration on that supposition? Most land in this country was improved as far as possible many years ago, and many landowners had become possessed of their estates by purchasing the land in its improved condition. Moreover, they had bought it subject to existing taxation and liability to be rated on existing

principles. It was not practical to set about such an alteration. The only way in which the incidence of taxation could be altered was to take off some of those taxes that had recently been put upon land. Take the Elementary Education Act. Why, he might ask, should the people of this country be educated at the expense of real property to the exclusion of personal property?

He hoped Mr. MATHEWS would not misunderstand his criticism. He (Mr. RYDE) thought the Paper a very able one, involving a large amount of labour in its preparation, and he had much pleasure in moving a vote of thanks to Mr. MATHEWS for his interesting contribution to the "Transactions."

Mr. A. M. DUNLOP (Fellow) begged to second the vote of thanks. The Paper dealt with a very difficult subject and it would scarcely be doing justice to it to discuss it on that occasion. He therefore proposed that the discussion be adjourned until the next Meeting.

The vote of thanks having been carried unanimously, and acknowledged by Mr. MATHEWS,

The discussion was adjourned to the Meeting of May 18th.

No. 224.

AT

THE ORDINARY GENERAL MEETING,

Held on Monday, May 18th, 1885.

THE PRESIDENT, MR. T. SMITH WOOLLEY, IN THE CHAIR.

The adjourned discussion on the Paper by Mr. W. Mathews (Fellow), entitled "The Influence of Taxation on Rent," was resumed by

Mr. A. M. Dunlop (Fellow), who said that the statement in the Paper that "there has been within the last "eight years an extraordinary decline in agricultural rents, "and a narrowing of the area of cultivation," was one with which all land-agents must agree, in view of the number of farms on their hands at the present time.

The author had quoted several passages from the writings of Mill, Ricardo, and other economists—writers who had, no doubt, contributed valuable knowledge in their way; but, after all, they were mere theorists, and practical men would probably prefer their own opinions on practical points, whatever economists might say to the contrary. To take an instance. Mr. Mathews had quoted Mill to the effect that "the portion of a tax on rent . . . which "is a tax on ground-rent . . . will fall on the ground-"landlord or the occupier, according as an equivalent tax is "or is not imposed on agricultural rents. In the latter "event, there is no difference between the two component "elements of the tax, and both alike fall, ultimately, on the "occupier."

This, he (Mr. DUNLOP) thought, at once showed that MILL was a mere theorist. No one belonging to that Institution would for a moment think that a difference in the amount of the rates and taxes ought not to be taken into consideration in arriving at the value of property. Assume two farms in two different parishes, one of which was thickly populated, and where the rates were, say, 5*s.* in the £; and an adjoining parish, where the population was sparse and the rates and taxes were 2*s.* 6*d.* in the £. Would any practical Surveyor omit to consider, in valuing those two farms, the difference in the amount of the rates and taxes in the two cases?

Again, on page 399, Mr. MATHEWS quoted MILL as saying that "The rent-charge which is substituted for tithe "is a dead loss to the landlord." What had tithes to do with the landlord? If a Surveyor bought property for a client he deducted the amount of tithes; he bought it, in fact, as property to which the tithes did not belong at all. The tithes must therefore be a separate and distinct property.

His friend Mr. RYDE, in his able remarks on the last occasion, summed up succinctly the whole question at issue, by asking first, "Was he right, or not, in saying that in all "cases of agricultural rents, the rates fell on the landlord, and "that the land would be so much higher rented if there were "no rates and taxes?"—a fact so obvious that it would hardly bear discussion; and secondly, was he not equally right in saying that the taxation of houses fell on the owners of houses, because the rents would be so much higher if there were no rates and taxes?

What was the difference between agricultural rents and house-rents? The diagrams on the wall assumed a difference, but, as a practical fact, was there any essential difference between the two kinds of rents, and were they not both dependent upon surrounding circumstances? There was

a wonderful difference in the value of land, say in Park Lane as compared with land at Mile End; but the difference depended absolutely on the fact that the class of persons who desired to live in the former neighbourhood were able and willing to give a larger sum for living there than people could give who lived at Mile End. No arbitrary tables such as Mr. MATHEWS had proposed could ever regulate the matter, for every case, as Surveyors were aware, must rest on its own merits, and be governed by the surrounding circumstances.

Mr. J. H. SABIN (Professional Associate) said that the Paper which Mr. MATHEWS had read was a valuable addition for its practical bearing upon the duties of Surveyors, to the "Transactions" of the Institution, and also an important contribution to the literature of political economy. It was not always that theory was borne out by practice, but the statements with which they had been favoured by Mr. RYDE and Mr. DUNLOP bore out the theory which Mr. MATHEWS had advanced, namely, that the whole taxation levied upon agricultural property in respect of occupation actually fell on the owner and not on the occupier. The author had gone a step further, and shown that similar taxation must also, in theory, fall on the owner in the case of house property—not, however, the owner of the house, but the owner of the ground on which the house stood.

With regard to agricultural land, RICARDO's theory of a margin of cultivation had been generally accepted, and the resulting arguments had been found to be true. One of the questions which always arose in valuing a farm was the actual taxation levied upon it, and there could be no doubt that, to ascertain the limit below which it was not profitable to cultivate land, the taxes to be levied upon it must be taken into account. There had, however, been a doubt

whether these theories applied equally to ground-rents, or whether the rates levied upon houses and other buildings did not fall on the occupier. MILL was in doubt, and FAWCETT was in doubt, and no one, he believed, had hitherto ventured an attempt at demonstrating that the same law held good in this case as in the case of agricultural land. Mr. MATHEWS had now pointed out the grounds on which RICARDO's theory would equally apply to land occupied by buildings. Did it not appear that there was a margin of cultivation in building land, as in agricultural land, below which it was not practicable to put houses on the land? Consequently it came to this—that, whether the land were used for producing corn and stock or for building houses (which was in a certain sense a cultivation of the land), the principle equally applied. The diagrams on the wall relating in the one case to agricultural rents, and in the other to building rents, demonstrated that the theory did so apply. It was true one must be careful not to mistake the knowledge of there being laws in political economy having certain effects, for the power of putting those laws into operation. In "Rasselas" there was a certain philosopher who discovered the theory of storms, and had the idea that, having knowledge of the laws of storms, he could control the rainfall of the world: so with regard to political economy, the discovery of certain laws did not involve the power of putting those laws into operation and controlling their effect.

Professor FAWCETT's theory, that local taxation of houses fell partly on the ground-landlord and partly on the occupier of the house, was based on the assumption that the area of land on which houses could be built was *not limited* in quantity. He thought it would be admitted that this assumption was faulty. True it was not limited with regard to actual area, but the same limitation affected the

area of land available for building that affected the area of land available for farming. There might be eligible farming land on Snowdon, but it was inaccessible, and its value fell below the margin of cultivation; and there might be otherwise eligible building land near London or other towns, but for all practical purposes it was not within the margin of cultivation, being inaccessible. The same rule applied in both cases, and therefore the area of land on which houses could be built was *not unlimited*. If the premises were inaccurate, the deductions were not true. If every acre of land in England were equally suitable for farming, rents would be lower; if every acre were similarly suitable for building purposes there would be no ground-rents. The value of land rested partly upon its accessibility, and he would ask if it were not true that landowners bore the taxes levied in respect of occupation to the extent that their particular lands formed a monopoly? Inasmuch as taxation must be taken out of any rent that was paid, or would otherwise be paid to the landlord, the reduction in rental value was the fine which the landlord paid for the monopoly which he enjoyed. If this were so, it was evidently useless for the landowner to fight against it. It was one of the incidences of ownership, and, whether for good or ill, it must be made the best of.

Having ventured to agree so far with Mr. Mathews' Paper, might he suggest that there were very important limitations to the general principle? New rates and taxes levied after the commencement of the tenancy or lease could not have had any influence on the rent which was originally fixed. To that extent the taxes which were made after the commencement of a tenancy would fall upon the occupier, and the extent to which they would so fall upon him would very much depend upon the length of the term of the tenancy. If the tenant could shift the burden

immediately upon his landlord, as a quarterly or yearly tenant might do, he would not suffer; but as the length of tenancy increased, so would the burden he had to bear increase. In the case of 99 years' leases or 999 years' leases, the tenant (that is, the lessee) would bear the whole until he got the ground-rent adjusted. In the case of leases in perpetuity, the burden would remain upon the lessee so long as the property existed.

School Board rates and many local rates were new burdens within the last ten years, and tithe rent-charge had gone up, although now below par; and these additional rates and the additional payment for tithe rent-charge had, to a large extent, fallen on the tenants. So long as good prices lasted and a competition for farms existed, these increased charges were borne by the tenants and were an increase of rent as much as if the landlord had charged it direct; but the law of the incidence of such taxation still operated, and these additional taxes, which were thrown on the tenant, had, like curses, "come home to roost!" Anyone who had dealings with land knew that on a new settlement of terms of letting being effected with an old tenant there had often to be taken into consideration not only these new rates, but also the loss which he had incurred through bearing rates and taxes in excess of the amount which he bargained for at the time of his entry. The tenant had been crippled by these additional charges he had not bargained for and the landlord had to make allowances or accept a composition for arrears due.

The discussion should have some practical lessons. The question was most important as bearing upon three points. The first was the division of rates between the landlord and tenant. Incidentally, in an article in *The Times* of Saturday last, it was thrown out that this was a question that would come up for immediate discussion.

If the theory were accurate, it was immaterial to the owner whether he paid half or the whole of the rates; and it was a matter of indifference to the occupier if the right amount of rent were fixed, and due provision was made for meeting any increase. Now that tithe rent-charge was falling, there was not so great an objection by tenants to undertake its payment. It also had some bearing upon a matter mentioned in the report of the Royal Commission on the Housing of the Poor, in which there was a suggestion that vacant building land should be rated. If the theory propounded by Mr. Mathews was right, it was not admissible that vacant building land should be rated; the owner lost income because the local rates which would fall upon it if occupied kept it out of the market. Vacant building land was, in fact, land below the margin of cultivation, because it would not bear a sufficient rent in addition to rates.

Then it also bore on the question of the compulsory enfranchisement of leaseholds, for there had been a proposal that before that took place ground-rents should be rated. If the theory were accurate, it would not be just that ground-rents should be rated, except to the extent that the present rating was in excess of the rating at the time the ground-rent was fixed. It would be inexpedient for him to enter further into these questions; but they were evidently matters which should be considered by the Institution.

Mr. S. B. L. Druce (Associate) said that the speech which had just been made had to a very great extent anticipated what he had himself intended to say. He was not able to detect any very serious flaw in Mr. Mathews' reasoning; but, perhaps, there were one or two points in it to which it might be well to call attention, with the view of eliciting further explanation from Mr. Mathews. Mr. Mathews arrived at his conclusions by what might be

called the "process of exhaustion." On page 386, speaking of agricultural rents, Mr. MATHEWS observed: "The tax-"gatherer goes to the land at the margin of cultivation and "levies a tax upon it. The tax cannot be thrown on to "the prices of produce, for those prices are prevented by "foreign importations from rising above the existing level. "It cannot be thrown on to the profits of capital or the "wages of labour, for capital and labour would at once seek "more advantageous employments." Was that quite accurate? Did it not assume that the advantageous employments were there, and that capital and labour would not only seek those employments, but would find them? During recent years it had been extremely difficult for either capital or labour, driven from agriculture, to find more advantageous employment in this country, for it must be remembered that trade and manufactures had been almost, if not quite, at as low an ebb as agriculture. No doubt capital and labour were not restricted to this country in seeking a more advantageous employment. They might go abroad in search of it, but surely, in this case, the cost of doing so would have to be taken into account; and, this being so, Mr. MATHEWS had, he thought, not quite exhausted the heads upon which the tax might fall, for it might fall upon this very cost of finding more advantageous employment.

Again, with regard to ground-rents, there seemed to be the same omission, if he might so call it. The passage to which he alluded was at page 391:—"Suppose, next, we "have a second acre of building land, possessing over the "first natural advantages which enable it to command a "ground-rent of £50, that is to say, an initial ground-rent "of £10, representing the value at the building margin, a "differential ground-rent of £40, the money equivalent of "its superior advantages over the first." Mr. MATHEWS

supposed that the manufacturer who erected the building would pay the whole of that £40 to the ground-landlord for those superior advantages. But the manufacturer would not be willing to pay the value which represented the whole of those superior advantages to the landlord; he would reserve a margin to himself for the risks of the building he was putting up and the trade he intended to carry on in it. Therefore in this case, as in the former, there seemed to be a term omitted—on whom the tax would in the first instance fall—that is, the person on whom it would fall before it got down to the landlord.

With the two exceptions to which he had referred, the arguments in the Paper were, he thought, incontrovertible.

Regarding the question from a practical point of view, was it quite accurate to say that all taxes fell on the landlord? He rather agreed with the last speaker, who pointed out that it was only those taxes which were payable at the commencement of the tenancy that fell on the landlord. In the case of new taxes, or old taxes increased during the currency of the tenancy, it appeared to him that it was the occupier who paid that increase, and they had had during the last few years, as Mr. Sabin had pointed out, an excellent example of this in the Education rate, which had told very hardly in the case of agricultural leases. He had come across many instances of hardship of the kind when going about the country on the Royal Agricultural Commission, especially in the case of leases which commenced during the decade from 1860 to 1870, and were running when the Education rate came in force. Therefore, he thought, as practical men, it was incumbent upon them, as far as possible, to take measures for the division of the rates between the owner and the occupier, and he would point out that this proposal was by no means a new one. On the contrary, the division of rates had been the law of Scotland for many

years, and was the practice there at the present day. It had also been the practice, and was the law, with regard to many of the rates in Ireland; and even in England the rates levied by some drainage and river commissioners, were divided between the owner and occupier. The principle seemed to him to be a thoroughly fair one, because the new rates were borne by the two parties equally. He contended that it would be a good thing (as was the case, he believed, for some years with regard to the poor rate in Ireland) to give a tenant who paid the rate in the first instance, the absolute right to deduct the part which he had paid for his landlord from the next payment of rent, in the same way that property-tax, so paid, was now deducted. That seemed to him to be a very fair way of meeting the incidence of rates.

He could not agree with Mr. Ryde that "any "attempt to alter the incidence of taxation, by putting a "part on the landlord and a part on the tenant, would only "create trouble and difficulty, and would benefit nobody." He thought, on the contrary, that the division would be a great benefit to the country in general. He quite agreed that, like all changes, it would create trouble and difficulty in the first instance, but after a time there would be no more trouble in collecting the rates in this than in the present way. The benefit, as was pointed out by the Committee of the House of Commons that sat on the question in 1870, would be that those who paid the rates would have a voice in their administration and management; and not only this, but owing to the greater number interested, and the direct liability of the owners themselves, greater resistance would be offered in the House of Commons to the practice of putting so many rates upon the land.

Mr. W. Eve (Fellow) said that, having had occasion to

value some 200,000 acres of land, and having informed himself, in almost all cases, of the rent, tithe, rates and taxes on this large area, he thought he ought to be able to arrive at some opinion on the subject; and his opinion was entirely contrary to the views of the majority of the speakers. He found most conclusive evidence that where there was a tithe-free farm, that farm was cheaper than farms in the same parish where the occupiers paid tithe as well as the rent. He had been to value some property in Kent, and, on asking the tenant if he knew what tithe he paid, actually got the answer that he did not know, though the tithe was within a little of £1 per acre! Until recent years, the questions of tithes and of rates and taxes were not gone into by the tenant-farmers in the way they were gone into in these times; and, as he had said, it was his experience that rent was much lower on a tithe-free farm than elsewhere, though in theory it should not be so. If it were not so, why did not landlords pay the tithe? It was a tax for which the landlord, and not the tenant, was liable; and the former had to contract himself out of the liability, in order to cast the burden on the tenant. If there were not something in it, would the practice, which was almost universal, obtain? It would be a much more convenient plan for the landlord to pay the tithe, for which he was legally liable, and let the tenant pay the whole rent. Not only would it be desirable as a matter of equity, but, what was still more important, a question which was fast becoming a political one would be set at rest by removing the burden from the occupier, who had no right to bear it.

The Paper was somewhat abstruse, and he confessed that he had not quite mastered it, but there were one or two points in it which had struck him. The author appeared to maintain that money spent on land should be taxed differently from the land itself; but why should the two be treated

differently? He had often had put to him the unfairness of rating land at a higher rate directly it was drained, and his reply was, "You have to consider two things before you drain or improve your property. Can you count upon its yielding a sufficient interest for the outlay and to enable you to pay the rates and taxes on your outlay? Because if it will not do these two things it will be an unprofitable outlay, and you should not engage in it." There was no difference that he could see between rating a house and rating land, and he should be very sorry if there were any suggestion establishing such a difference. He could not see the fairness of it, and he could see a multitude of difficulties which would follow any attempt to do so.

Most of the speakers had started by declaring that taxation all fell on the land, and ended by asserting that it did not. Almost all qualified their remarks by saying that "increased rates did not do so," which, of course, was very manifest. One speaker stated that, if the tenancy were a short one, people would evade the increase by removing. But were they not restrained by the cost and inconvenience of removing? People did not, as a fact, remove on account of the rates and taxes, but bore the increased burden, looking, vainly it is true, to the possibility of reduced taxation. He was a great advocate for the payment of rates and taxes mutually by the landlord and tenant; in which case they would not, depend upon it, be imposed quite so rapidly as they now were. Two persons would be affected by it, and both of them would be anxious, instead of only one, that the incidence of taxes should not always fall on one kind of property. It would render some securities less valuable, but the disadvantage in this respect would not be so great as the disadvantage to tenants of having to pay the whole of the taxes, and having so little to do with their imposition. He, therefore, ventured to think that the

landlord and tenant should pay the taxes between them, and that the payment of the tithe rent-charge, like the payment of property-tax, should be made obligatory on the landlord, feeling sure that, unless this was done, public feeling, led by ignorance as to the tithe question, would bring about results which would be regarded with regret. He hoped that Surveyors as a body would do their best to encourage the payment of this liability by the person who was legally liable.

Mr. C. K. Bedells (Fellow) agreed to a certain extent with Mr. Mathews and Mr. Ryde that the burden of rates and taxes might naturally be expected to fall upon the landlord; and no doubt they would, if there were no interruptions, but economic, like physical laws, were liable to serious interruptions. The waters of the neighbouring river usually flowed, in obedience to the law of gravitation, towards the sea, but not always, for there was the disturbing influence of the tidal inflow, which at times arrested, and even reversed, their ordinary course. So in the subject now under discussion, in the case of tenants holding from year to year, the landlord would unquestionably soon, if not immediately, have to bear or pay the rates and taxes, but he did not invariably do so. There were leases of 60 and 70 years' standing, and leases of 21 years' standing, and these caused an interruption in that incidence of taxation which might be expected from a purely theoretical study of the subject. It could not be affirmed that lessees, holding unexpired leases, dating from a period prior to 1870, did not pay the Education rate, and the same principle applied to other taxes which had been increased within the term of such leases. He thought, then, that the natural incidence of taxation was affected or interrupted first by existing

leases; secondly, by a want of an accurate knowledge on the part of proposing lessees as to the nature, number, and amount of these charges. No doubt a skilful valuer would, in valuing property for sale and letting, ascertain and take them fully into account, but in many cases the ordinary tenant did not so take them into account. Thirdly, the theoretic law did not have free and fair play in another way. Sometimes a man had a business attached to his place, and large interests that he could not sacrifice. He would therefore submit to the payment of a few pounds a year in the form of rates and taxes, rather than risk his tenancy.

While, therefore, he agreed with Mr. Mathews as to the theory, and with Mr. Ryde that, if it were only an annual tenancy, all those deductions would most frequently be made, and fall on the landlord, yet he could not help making very large exceptions. As to tithes and in land-tax, it was perhaps desirable that some arrangement should be made for the direct payment of these by the owner of the premises. He hoped his fragmentary remarks would be excused, as he had no intention of speaking until he was called upon to do so.

Mr. J. Shaw (Fellow) said he was not prepared to follow the author through the elaborate details he had given and the deductions he had arrived at. He agreed with him that the argument would fall naturally into two parts, the first relating to agricultural rents, the second to the rents of houses and other buildings, and that "in each "case we must have a clear idea of what rent itself is before "we can understand how taxation, local or Imperial, will "affect it"; but when he went on to say, "It will at once be "seen that land in respect of which the landlord is receiving "no more than 20*s.* an acre yields no rent," he was attempt-

ing a distinction and a definition which, speaking as a practical man, he could not quite understand, and he did not think it would have any effect in practically dealing with rent. He preferred to take the view of Mr. RYDE, which was so well put on the last occasion, and which showed clearly what rent was, or, rather, what it *ought* to be; and in all cases, in his experience, when rents were fairly settled, this was the plan which had been adopted. Mr. RYDE, in the case he put, said: "Now, as to the "question of rates and taxes charged on the farmer, upon "whom are they really incident?" and went on to show that they were chargeable on the landlord. He agreed with Mr. RYDE in this, so far as agricultural rents were concerned, which had been fairly settled in recent times, but, as had been observed by one or two gentlemen in the course of the discussion, there were farms which had been occupied for many years, and held by old tenants who themselves paid the new rates, such as the School Board rate, which, in some cases, was very heavy, and the sanitary rate, and extra contributions to the highway and turnpike rates. These things, he considered, pressed severely on the tenant. He (Mr. SHAW) had mostly to deal with tenants from year to year, but he thought the taxation, in the case of agricultural land, where the rents were properly adjusted, fell on the landlord. There were exceptions to this rule in the cases he had mentioned, and also in the case of land in the immediate neighbourhood of large towns let for accommodation purposes. It was not so much a question of rates in the latter case, but what the accommodation was. The rates in many such cases, he believed, were paid by the tenant, without much consideration as to the amount, but, as a rule, the rates on agricultural land were practically paid by the landlord.

In the case of houses and buildings, Mr. MATHEWS drew

another distinction, pointing out that there were three elements in rent—the building-rent, the initial ground-rent, and the differential ground-rent. Practically, he (Mr. Shaw) had not much to do with ground-rents. In his neighbourhood the freehold was sold, and, when built upon, there was not much distinction between the property in the land and in the house. In the case of the house in Park Lane mentioned by Mr. Dunlop, and the house in the Strand mentioned by Mr. Ryde, the landlord might be considered as paying the rates; but there was a good deal of property, such as cottage-houses, and factories, and other buildings, where a great portion of the rates did actually fall on the tenant. The plan adopted, so far as he knew, was that the builder or investor ascertained what he had to give for his land, and what the buildings would cost him, and was then satisfied with a fair rate of interest upon his outlay—the rates in all those cases being paid, in addition, by the tenants. That was where the arrangement was first fairly made. But when one of those unfortunate depressions came, as in his own neighbourhood and elsewhere at the present time, the rents which had been settled on that theory unfortunately had to be altered, and ultimately, in most cases, the rates had to be paid by the landlord. All knew from experience the very great powers possessed by the authorities in towns and populous places of levying rates, and which were levied, he would not say without consideration, but to an extent extremely oppressive in many cases, and to agricultural land especially, as regarded the rates he had mentioned; and, whatever might be their opinions as to the influence of taxation on rent, he thought they were all agreed that something ought to be done to alter the present state of things.

As to Mr. Druce's suggestion of a division of rates, he did not think it would have the effect that he anticipated.

At the present moment, as a matter of fact, the rates were levied by the tenants or occupiers in every parish, therefore the division of the rates would not make any difference while the anomalies he had mentioned existed. As to tithes which Mr. Eve had mentioned, in his experience the tithes were, he was happy to say, paid by the landlord. He had a considerable number of tenants to deal with, and he had scarcely half a dozen farms where the tithes were paid by the tenants. In other cases, also, in which he had been professionally concerned, his experience was not quite coincident with Mr. Eve's, that the tenants did not look closely after the amount of tithes they had to pay, particularly in these days. Whether they agreed or disagreed with Mr. Mathews' deductions, there could be no doubt at all that he had contributed a very able Paper to the "Transactions."

Mr. J. W. Kemsley (Fellow) said he would like to say a word or two somewhat affecting the accuracy of Mr. Mathews' figures on the diagrams. At page 383 of his Paper, the author said:—"It will, I think, be conceded "that in this country, after the land has been cleared and "made ready for cultivation, the necessary equipment for a "farm cannot be estimated at less than £20 an acre, and "that the return to the fixed capital, having regard to the "cost of maintenance and the necessity for reproduction, "should not be less than 5 per cent. It will at once be "seen that land in respect of which the landlord is receiving "no more than 20*s.* an acre yields no rent." He had that very day seen a farm of 300 acres sold at about £16 an acre; and he should like to know in that case whether these figures were correct—whether the landlord of that farm, in a year's time, would be prepared to say, supposing he let

it at 20*s.* an acre, that the farm "yields no rent." Mr. Mathews' figures might be accurate with reference to past times, but in these days of agricultural depression it was very difficult to draw the distinction such as the author had attempted between nominal and real rent.

With regard to the much debated question as to whether the landlord or tenant really pays the rates, it was doubtless true that they fell on the landlord rather than on the tenant, except where there was a lease; but there were cases where, owing to the development of a neighbourhood—say, a railway,—and the consequent influx of population, the rates went up considerably, and so did the rents from the same cause, in which case the increase in the rates might be said to be paid by neither the landlord nor the tenant, but by either the land itself or the new population which had come to it.

Major P. G. Craigie (Visitor) thought it was a very good thing that those who were engaged in practical work should take an excursion sometimes into the region of pure theory, as they were asked to do by the Paper that had been read. Hence, it was not to be wondered at that they were discussing this question of taxation somewhat *in vacuo*, and without having due regard to the importance of the question of "friction." In theory there was no denying the fact that a charge on a particular property tended to fix itself on the ownership of that property, and ultimately it did so fix itself. The whole question consisted in what was the length of time that was covered by that word "ultimately." No doubt at any given moment, and with continually growing rates, occupiers had a certain amount to pay out of their own resources. This was due to the friction in passing on the tax to the ultimate payer. No subject had

produced more lively discussion amongst statesmen, financiers, and among all classes of men who liked debate for the sake of debate, than the difference between the proximate and the true or ultimate incidence of taxation. The question before them on the present occasion possessed a special interest. Frequently, during the last 15 years, had much been heard of that portion of the taxes called "local," and of the need of their reform. It was now, he believed, 18 years since Mr. Goschen, speaking as a member for the City of London, expressed in the House of Commons his apprehension that it was impossible to carry out the large works of Metropolitan improvement then contemplated, and similar works in other large towns, unless some new source were found to bear the burden of taxation, and finding a difficulty in discovering a fitting source, he suggested to the House of Commons whether it would not be possible to mask at least the incidence of the charge and divide the rates between the owner and occupier, charging a portion on one and a portion on the other. The primary advantage, it would seem, was to conceal the amount of the charge that would be levied in the Metropolis, and reduce what has been called the ignorant impatience of taxation by spreading the payments over a larger number of persons, in the first instance. No doubt that was one recommendation for divided rates, but there were other considerations, such as Mr. Druce had mentioned, which induced them to look with favour on the plan as perhaps enlisting the closer interest of the ultimate payers of the rate in the details of its administration and its immediate fluctuations. He could not, however, admit—and he looked on this question as one who had examined it somewhat carefully—that by merely halving the rate any great relief could be achieved. It might be a good

administrative change, and he should, personally, like to see it done; but it was necessary to guard against the superstition that the collection of the taxation on real property from two classes interested in that property, instead of one only, diminished the unfair burden which real property, as a whole, bore, compared with other property.

He could not follow the argument they had heard to-night, that, dividing the rate between landlord and tenant would be a very good thing, because, as it had been said, tenants had now so little to do with the imposition of the rates. Surely, if anyone had anything to do with it, it was the tenants.

Mr. Eve explained that he meant the laws that led up to it—the School Board Act, for instance.

Major Craigie (continuing) said he meant that the tenants had most share in the administration now, but he should have thought that, even in the making of the laws referred to, the matter was more in the hands of the occupiers than the owners of property, and with the extended franchise the smallest occupier would have the largest say in future in deciding the course of legislation. Of the existing rates, there was only the County rate, which was about 2*d.* or 3*d.* in the £, which was excepted from the control of the occupier. The other rates which ran up to 3*s.* and 3*s.* 4*d.*, were already managed by representative bodies, and we were about to have a new form of county government which would complete the control of the occupiers over all rates.

He thought the question had not been raised that evening as to what was in the minds of the original imposers of the present system of ratal taxation. Did they mean to tax the owner of the property, whom they did tax, or the

occupier? There were some very interesting remarks in the Report of the Commissioners on Local Taxation, in 1843, on this question, which brought out most clearly that the intention of the Legislature was to reach the occupier, and the occupier only, and that they strove to measure the charge on individuals in proportion to the occupation of certain properties, believing that, as was perhaps true in those days, this represented the ability of the people who had to pay. It was thus the occupier who was aimed at by the statutes on which the present system was based. Although, by the existence of an economic law which had been described as inexorable as that of gravitation, undoubtedly the charge became fixed on property itself, contrary to the intention of those who originally imposed it, and who were, as we should now say, bad economists. What should be aimed at in regard to local taxation, in the reform of which all were interested, was that the old theory of the liability of persons according to their means should be given effect to by some better fiscal means than the exclusive taxation of rental afforded. Ability to pay should be the test; and, perhaps, time might be better employed than in debating abstract theories, by paying more close and careful attention to finding some practicable means of improving the existing incidence of taxation, and, without disputing over the exact dimensions of the owner's and occupier's interest, by striving to remove the common anomaly whereby the business of the corporate partnership in which both owner and occupier were engaged was so unfairly taxed, in complete opposition to what was really intended by the old laws of the country.

Mr. G. D. Yeoman (Fellow), while concurring in the vote of thanks to Mr. Mathews for his extremely able and

interesting Paper, could not help thinking that it was rather of the nature of a mathematical problem, and that the author seemed to be endeavouring to prove that taxes were not really paid by the landlord. He (Mr. Yeoman), however, maintained that practically all rates and taxes were paid directly or indirectly by the landlord or the owner of the land or house, except in the case of leases where tenants covenanted to pay all rates and taxes at present existing, or *hereafter to be levied* on the said property; as it was quite obvious that a careful tenant would calculate what the rates and taxes would amount to before agreeing what rent he could afford to pay. He agreed with the remarks on the first page, that the fact seemed to be engaging attention that the taxation of this country was almost exclusively laid on one description of property, namely, land. Of course, there were several reasons why this was so. One was the extreme accessibility, so to speak, of real property in the case of seizure. It was always easy to distrain on real property, whereas if a man invested his capital in the funds, or in railways or other securities, it was most difficult to exact rates from him. But most of the Members of the Institution would probably agree that the present incidence of taxation was not quite fair, and that too great a burden was laid on real property, especially when it was rated on the gross and not on the net rental. He quite agreed with the definition of rent which the gentleman who lately so worthily occupied The President's chair had made at the last Meeting, viz., "That the rent of agricultural "land which a tenant might reasonably be expected to pay "was the equivalent to the market value of his produce, less "the whole of his working expenses, less his rates and taxes, "and less a fair profit for the farmer." He (Mr. Yeoman) could not quite understand Mr. Mathews' statement in

page 379, viz., "At each step in the operation food will rise "in price; the same quantity of it will require for its pro- "duction a continually increasing quantity of capital and "labour, and will exchange for increasing quantities of other "commodities." Nor did he agree with the statement in page 391, "The manufacturer will expect to expend upon "the building a sum of, say, £1,800, the building-rent upon "which, at 5 per cent., will be £90," as there is nothing allowed for wear and tear, and depreciation in value, or repairs. The Paper was extremely interesting, and would be useful if it set them thinking on the theory as well as practice of this difficult subject.

Mr. Mathews, in reply, said he had every reason to be gratified with the reception which his Paper had met with from the Members of The Surveyors' Institution. Although there had been a good deal of criticism upon it, there had been, on the whole, more agreement than he had ventured to hope for. He would, with permission, run through the remarks that had been made by the various speakers, commencing with those of Mr. Ryde. He might, perhaps, before doing so, explain that in studying the writings of political economists he had always found that the way in which the influence of taxation on rent was treated was most unsatisfactory, and the Paper which he had had the honour of laying before the Institution had been an attempt on his part to clear up some of the ambiguities with which the subject had been invested. Mr. Ryde quarrelled with the definition of rent which had been accepted by every writer on political economy, and substituted a definition of his own. Mr. Ryde told them that the rent which a tenant might reasonably be expected to pay was the equivalent to the market value of his produce, less the whole of his

working expenses, less his rates and taxes, and less a fair profit for the farmer. This, however, was nothing but the old definition expressed in other words. The economists said that the rent of any land was the difference between the produce of that land and the produce of the least desirable land in cultivation, the same amount of capital and labour being employed.

It must be understood that what was meant by produce in this definition was the net produce; the produce of any land being what comes out of the land, less what is put in to get it. What the relation is between the capital employed and the gross and net produce was rather an intricate question. A farm with which he was connected showed some such figures as the following:—On an area of 200 acres there was a capital of £15 an acre, amounting to £3,000. Excluding the incoming value of the live stock, the gross produce was £1,500, or half the capital employed. Two-thirds of the £1,500, or £1,000, was actually consumed in earning it, and had to be set aside to maintain the capital at the same level. Out of a gross of £1,500 there was only a net of £500. Deducting £300, or 10 per cent. on £3,000, for a fair farmer's profit, left £200 for rent, tithes, and taxes, which was only 20*s.* an acre. If, instead of taking one-third for the net, one took two-fifths, £300 were left for rent, tithes, and taxes, which was at the rate of 30*s.* an acre. He must repeat that, in speaking of produce, as applied to the theory of rent, what was meant, was net produce and not gross. It was sometimes assumed, in fact he had done it in his Paper, that the difference between the gross produce of two different farms on which the same amounts of capital and labour were employed, was the same as the difference between the net produce. That was not obvious; but bearing in mind that the labour was about

half of the capital consumed, he thought the definition might be extended to the gross produce without any serious error.

His friend Mr. Ryde had expressed what he considered to be an objection to that view. He said, "If one piece of land "would produce five sacks of wheat to an acre, and was just "worth cultivation, another piece of land which would grow "ten sacks of wheat to an acre was worth to rent the value "of five sacks of wheat, which at present market prices "meant £5 rent per acre." A little reflection would show that the objection was not well founded. If one had two farms each containing the same number of acres of arable land, one only grew, as a rule, corn in each year upon half the area. The rent of the better farm, on Mr. Ryde's figures, would not be £5 per acre, but only £2 10*s.*, plus the difference in value of the intervening green crops. Again, good land, as a rule, carried more capital than bad land, and the comparison must be made between two farms requiring equal quantities of capital and labour. The importance of the definition of rent, as given by political economists consisted in their taking the margin of cultivation as their starting-point, and the incidence of taxation entirely depended upon what was done with the land at the margin of cultivation.

In answer to the speakers who followed Mr. Ryde, he had endeavoured to make clear that, under existing conditions, taxation on agricultural rents was ultimately incident on the landlord; and had then pointed out that before the landlord could get any rent he must make an outlay. It did not matter whether he made the outlay himself, or purchased or inherited the improvements made by a predecessor. Some criticisms had been made on his estimate of £20 an acre.

Taking a farm of 200 acres, he reckoned £5 an acre for fences, gates, roads, and similar improvements; £10 an acre for house and farmstead, and £4 an acre for labourers' dwellings. If the farm required draining, from £6 to £7 an acre must be added. He maintained his opinion that £20 an acre, as an average figure, was a moderate estimate. What he had in view in constructing the tables which were hung upon the wall, was to show that what was taxed was not merely what economists called "real rent," but the interest upon capital expended in the improvement of land.

What was said, in fact, to landowners was, "You shall not improve land at the margin of cultivation unless you will be content with less interest than if you do something else with your money." That tended to restrict the area of cultivation, and was, in his judgment, a public evil. With respect to building-rents, the object of the Paper had been to discuss the theory on the same principles as in the case of agricultural rents. Mr. Dunlop and subsequent speakers had said the object of his Paper was to show that all taxation fell on the land. He must explain that this was an error. What he endeavoured to prove was, that in the case of building rents, created on an existing scale of taxation, where the tax was levied uniformly throughout the whole kingdom, the tax must inevitably fall on the consumer in the case of a manufactory, and on the occupier in the case of a house. He thought that would be made clear if they considered one or two elementary facts. Every householder in Great Britain paid, over and above his local rates, a certain amount of taxation to the Imperial Exchequer. It was conceivable that this might be replaced by a carefully-graduated house-tax. Could it be imagined that each householder could go to his landlord and obtain a remission

of his rent equivalent to the amount of the tax? Or, to look at the matter from another point of view, supposing land at the building margin, where the ground value was so small that it might be left out of consideration, and a man agrees with a builder to erect him a house at a cost of £2,000, upon which he is willing to pay £100 a year rent. If the house were liable to a tax of 10*s.* in the pound, it was not rational to suppose that the builder would be content to forego half his interest, and that the £50 imposed as taxation would come out of the builder's pocket. It must fall on the occupier of the house. Supposing, further, that the tenant paid £100 rent to the builder and £50 a year in taxation, and that the tax was repealed. If the builder went to the tenant and said, "You pay £150 a year, namely, £100 as rent and £50 in taxes; I shall now require the whole £150 as rent," the tenant would answer, "If you attempt to raise the rent, I will take another piece of land, and will put up a house for myself at the same cost as the present one." This reasoning was used by Professor Fawcett in his "Political Economy," and appeared to be conclusive.

Mr. Bedells said it seemed to him that that was against the theory of Mr. Mathews' Paper.

Mr. Mathews (resuming) said that, on the contrary, the first half of the second part of his Paper had the object of bringing that as prominently forward as possible. The next part of the argument was, that taking two areas, with a high taxation on one area, and a low taxation on the other, and the two areas within competitive distance, then the difference fell on the ground-landlord. With respect to agricultural rents the whole taxation was incident on the landlord.

The same was the case with ground-rents. As to building rents, so far as they were uniform over the whole country, the incidence of taxation was on the consumer or the tenant. If they were not uniform, but differed in two areas within competitive distance, the excess was incident on the owner of the land.

Some remarks had been made in depreciation of MILL. He was an author of the highest distinction. In candour of mind and power of lucid exposition he had no superior. But he was essentially a closet philosopher, and fell into errors in consequence of his imperfect acquaintance with facts. Some of these errors he (Mr. MATHEWS) had endeavoured to correct.

He thought that he had now replied to all the remarks that had been made except upon two points. The first was, that when taxation was raised, the rise fell, in the first instance, on the tenant. That was naturally so. He had not referred to this, for the Paper was already too long; but would do so if he might be permitted to address the Institution again. It had been necessary in dealing with so complicated a subject to do so as simply as possible, and he had, as Major CRAIGIE had pointed out, neglected friction. Friction always took place when taxation was increased. A tenant, if he could not procure a reduction in his rent, would put up with some loss, to avoid the expense of moving.

The next question was as to the desirability of dividing taxes between landlord and tenant. That also was a question which he hoped to discuss hereafter. There was this difficulty—that when the same tax was divided, it increased the trouble, if there were two sets of persons collecting the money and superintending the expenditure. He was in favour of having part of the local taxes paid by the land-

lord and part by the tenant; but he would not divide the same tax.

There was one other point raised by Major Craigie—that, ultimately, the laws relating to taxes were largely made by the representatives of tenants and labour. A good deal had been heard about the privilege of taxing ourselves; but it seemed to him that the practice would be that one set of people would impose the taxes and another set pay them, and he did not regard this as an agreeable prospect.

Mr. Yeoman remarked that Mr. Mathews said that he would advocate taxes being paid jointly by the landlord and the tenant. Did he mean in equal moieties, or certain taxes by one and other taxes by the other? He (Mr. Yeoman) might add that one great advantage in the tenant paying poor-rates and highway-rates rather than the landlord paying them direct was, that the tenant would be induced occasionally to employ old or non-able-bodied labourers at a small rate of wages rather than let them go into the workhouse, where he would have to help maintain them; and also the tenant would take care to avoid carting on the roads in *wet weather*, thereby cutting them up and increasing the cost of their maintenance.

Mr. Mathews replied that he was not in favour of dividing some of the taxes between the landlord and tenant. He was in favour of putting one set on the landlord and another set on the tenant, but which sets he had not considered.

The President said that he should not at that hour occupy the time of the Meeting by attempting to sum up the discussion; but he might remind those who cared to go

into the question which Mr. DRUCE had mentioned that a Paper had been read before the Institution in the year 1871 in which a full account was given of the incidence of taxation in Scotland and of the proceedings of Mr. GOSCHEN'S Select Committee.

The Meeting then adjourned.

THE ANNUAL GENERAL MEETING,

Monday, June 1st, 1885.

Thomas Smith Woolley (President) in the Chair.

Messrs. G. J. Brown and W. E. Woolley having been requested to act as Scrutineers of the ballot for the Election of Council, the balloting list submitted by the Council in accordance with the By-laws and the record of attendance of the Members of Council were read, and the ballot declared open.

The Report of the Council on the state of the Institution and the Statement of Receipts and Expenditure for the year 1884 were read.

Resolved—"That the Report of the Council and the Balance Sheet be received and approved, and be printed and circulated with the 'Transactions.'"

Resolved—"That the thanks of the Institution be given to Messrs. A. Garrard and G. Taylor for the efficient performance of their duties as Auditors, and that they be requested to continue their services for the ensuing year."

Resolved—"That the thanks of the Institution are due and be given to the President, the Vice-Presidents, and the other Members and Associates of Council, for the able manner in which they have administered the affairs of the Institution."

Resolved—"That the thanks of the Institution be given to Mr. John Wornham Penfold (the Honorary Secretary), to Mr. Julian C. Rogers (the Secretary), and other officers of the Institution, for the able manner in which they have executed their several duties."

The President presented the following prizes won by Candidates in the Professional Examinations 1885:—

THE INSTITUTION PRIZE OF £15.

To John Henry Tiffen, placed first in the Students' Proficiency Examination 1885.

THE PRIZE OF £10.

To John Arnott, who obtained the second place in the Students' Proficiency Examination 1885.

MR. R. C. DRIVER'S PRIZE OF £15.

To William Jacomb Gibbon, placed first in the Examination (1885) for Non-Student Candidates for the Class of Professional Associates.

The Ballot having been closed, the Scrutineers reported that the following gentlemen had been elected as

COUNCIL FOR THE ENSUING YEAR.

President.

EDWARD I'ANSON.

Vice-Presidents.

WILLIAM JAMES BEADEL	ROBERT COLLIER DRIVER
ELIAS PITTS SQUAREY	FRANCIS VIGERS

Members of Council.

CHARLES JOHN SHOPPEE	HENRY JAMES CASTLE
THOMAS CHATFEILD CLARKE	ROBERT LAKE COBB
DANIEL WATNEY	ALEXANDER MILNE DUNLOP
JAMES MARTIN	CHRISTOPHER OAKLEY
WILLIAM FOWLER	ROBERT VIGERS

THOMAS MILLER RICKMAN

Professional Associate of Council.

HON. CECIL THOMAS PARKER.

Associates of Council.

LUMLEY SMITH, Q.C.	JOHN WOLFE BARRY

RESOLVED—"That the thanks of the Meeting be given to Messrs. G. J. BROWN and W. E. WOOLLEY for their services as Scrutineers."

A vote of thanks to THE PRESIDENT for his conduct in the Chair having been passed unanimously, the Meeting separated.

THE SEVENTEENTH

ANNUAL REPORT OF THE COUNCIL.

Annual General Meeting, June 1st, 1885.

In presenting their Seventeenth Annual Statement the Council have to record another year of unabated prosperity.

A comparison of the present list of Members with the list for the corresponding period of last year shows the net increase in the twelve months :—

	Hon. Members	Fellows.	Professional Associates.	Associates.	Students.	Total.
May 1885	13	690	317	86	86	1,192
	13	653	397		58	1,121
	—	37	6		28	71

There have been elected during the year 1 Honorary Member, 45 Fellows, 13 Professional Associates, 4 Associates, and 39 Students, or 102 in all; from which have to be deducted 1 Honorary Member, 10 Fellows, 1 Professional Associate, and 1 Associate, who have died; 2 Fellows, 3 Professional Associates, and 3 Associates who have resigned their Membership, and 10 Students who have passed out of the Class by effluxion of time during the year, leaving, as shown above, a net increase of 71 of all classes.

Of the 17 Candidates who passed the Associateship Examination of 1884, 12 have since been elected Members of the Institution, 2 were previously Members, and 3 have not yet sent in their applications for election. Of the 6 Candidates who passed the Fellowship Examination of last year, 4 have been admitted as Fellows, the others being still under the prescribed age for the class.

It is gratifying to note the continued growth of the Student Class; and the Council observe with special satisfaction that so many of those composing it bear the names of Members of the Institution.

Thirteen Members have died during the year—among them some whose loss will be widely deplored. No name was better known to Surveyors than that of Mr. John Horatio Lloyd, who was one of the first Associates of Council, and, after his retirement from the active duties of his profession, an Honorary Member of the Institution up to the time of his death. It is not too much to say that to Mr. Lloyd's rare abilities, far-seeing intelligence, and ungrudging labours, the Institution owed not a little of its early success. By the deaths of Mr. Charles Stephenson and Mr. George Trist the Institution has lost Members whose services on the Council and in other capacities have been of value, and, by that of Mr. John Whichcord, a Member who occupied a distinguished position in our own and in a kindred Profession.

The financial condition of the Institution may be pronounced thoroughly satisfactory. The income derived from subscriptions shows a considerable increase as compared with last year, though the gain is to some extent counterbalanced by the falling off in the amount received from the Arbitration Rooms. The current expenditure, on the other hand, disregarding exceptional items, was somewhat less than that of the previous year.

Turning to the Capital side of the account it will be observed that a further sum has been invested during the year. The accumulated interest on the Crawter Bequest has, it will be seen, been added during the year to the Capital sum invested in North British Railway Preference Stock, and a similar course will be followed until the principal has accumulated to a sum sufficient to provide an annual prize in connection with the Examinations.

The Balance Sheet for the year ending the 31st December, 1884, shows the following results :—

Receipts.	£	s.	d.
Total Revenue . . .	3,484	7	7
Revenue Balance in hand, January 1st, 1884	27	4	8
Entrance Fees carried to Capital Account .	897	15	0
Interest	7	16	8
Withdrawn from deposit	750	0	0
Capital Balance in hand, January 1st, 1884	256	13	4
	£5,423	17	3

Expenditure.	£	s.	d.
Total Payments out of Revenue — Current Expenses . . .	1,954	11	4
Examinations . . .	96	14	7
Revenue Balance in hand, Dec. 31st, 1884	250	6	4
Total Payments out of Capital — Furniture and Fittings. . .	156	12	6
Investments . . .	2,881	3	9
Capital Balance in hand, Dec. 31st, 1884	84	8	9
	£5.423	17	3

The Institution investments stood at Christmas 1884 as follows, viz.:—£2,541 9*s.* 6*d.*, Consols on Revenue Account; £4,068 5*s.* 3*d.*, New 2½ per Cents. on Capital Account; £539 11*s.* 2*d.*, Reduced Three per Cents. on Library Account; and £228, North British Railway Preference Stock on account of the Crawter Bequest.

A summary of the receipts and expenditure for the year 1885 up to the present date shows the following results :—

Receipts.	£	s.	d.
Total Revenue. . .	3,089	19	2
Revenue Balance in hand, January 1st, 1885	230	6	4
Entrance Fees . .	170	2	0
Interest	4	8	9
Capital Balance in hand, January 1st, 1885	84	8	9
	£3,579	5	0

Expenditure.	£	s.	d.
Payments out of Revenue — Current Expenses . . .	662	12	9
Revenue Balance in hand, May 30th, 1885	837	12	9
Placed on Deposit. .	1,000	0	0
Payments out of Capital	3	17	6
Investments . . .	1,000	0	0
Capital Balance in hand, May 30th, 1885	75	2	0
	£3,579	5	0

A sum of £1,000 has been added to the investments in New 2½ per Cents. during the present year, and £1,000 has been placed on deposit at the London and Westminster Bank pending the investment of the whole, or a part of it, in the same stock.

The total liabilities at the present date do not exceed £50.

The Examinations continue to give encouraging evidences of their suitability to the needs of the Profession. The extent to which the System has taken root in the five years since its establishment will appear from the following Statement:—

Year.	Preliminary Examinations.		Professional Examinations.	
	Candidates.	Passed.	Candidates.	Passed.
1881	13	6	2	1
1882	30	17	—	—
1883	44	22	25	22
1884	51	30	36	23
1885	46	37	43	31
Totals .	184	112	106	77

The Members will, the Council believe, regard these as substantial results for so brief a period.

The Council have again to express their cordial acknowledgment of the very valuable services of the gentlemen who have taken upon themselves the arduous duties of Examiners. To Mr. A. Gunn, of the Metropolitan Board of Works, and Professor W. Fream, who are wholly unconnected with the Institution, and to several eminent legal Associates, their special thanks are due for a large amount of labour in connection with several important branches of Examination.

The experience of previous Examinations pointed to the desirability of requiring of the applicants proof of some degree of practical experience gained in the profession itself —a requirement of special importance in the case of those offering themselves for Examination for the Class of Fellows; and a notification to this effect has now been inserted in the Rules of Examination.

The Library has been largely added to during the year. Among the principal gifts may be mentioned a valuable copy of *Gould's Birds of Great Britain*, contributed by Mr.

Meadows White, Q.C., who has thus added another to the many previous proofs of his interest in the Institution. Other Members have also made expensive contributions to the topographical collection, which is now remarkably rich in this class of works. The condition of the Library fund being so satisfactory the Council felt justified in carrying out a long-contemplated purchase of the whole series of Law Reports, and have become annual subscribers to the publication, so that the set will, in future, be kept up to date. The Library now comprises about 3,200 volumes, the value of which is estimated at more than £2,000.

An unusual amount of time has been given during the Session to the discussion of the subject of Farm Tenancy Agreements and of the Enfranchisement of Leaseholds—the former in relation to past and the latter to prospective legislation. Considering the importance of these subjects the Members will not feel that the time spent upon their practical elucidation has been at all excessive.

In conclusion the Council desire to express their thanks to the Members for the support they have invariably received from them in the discharge of their duties.

NOTE ON THE EXAMINATIONS FOR 1885.

During the year, 89 Candidates have offered themselves for the various Examinations—46 for the Preliminary Examination in January, of whom 37 passed; and 43 for the Professional Examinations, just concluded, of whom 31 passed.

The Preliminary Examination calls for no special comment on this occasion.

The Professional Examinations show results very satisfactory, both as regards the number and the quality of the Candidates.

For purposes of strict comparison, the number of Candidates should be taken as 42—one of them having failed to put in an appearance after the first day's work.

Of 16 Student Candidates for the Associateship,	12	passed.
Of 19 Non-Student Candidates - - -	13	„
Of 7 Associate Candidates for the Fellowship -	6	„
42	31	

Thus,

In the Professional Examinations of 1885, the percentage of passes was - -	73·81
In the Professional Examination of 1884, the percentage of passes was - - -	63·9

The total marks attainable by all the Candidates were 45,800
The marks earned by all the Candidates in 1885 26,411
Equivalent to 57·66 of the attainable marks in 1885
As compared with 56·75 „ 1884

Taking the successful Candidates only

In the Associateship Examination—

The successful Student Candidates obtained of the attainable marks 63·65 per cent.

The successful Non-Student Candidates obtained of the attainable marks - - - - - 65·70 „

In the Fellowship Examination—

The successful Candidates obtained of the attainable marks - - 58·47 „

The highest individual percentages were in the case of the

Students 79·8, as compared with 67·0 in 1884.

Non-Students 74·92, as compared with 64·0 in 1884.

Fellowship Candidates 72·5, as compared with 63·15 in 1884.

The following Table shows the percentage of marks, relatively to the maximum earned, in 1885, by all the Candidates in each of the subjects comprised in the different branches of the Professional Examinations:—

Agriculture - - - - - - -	54·00
Agricultural Chemistry - - - - -	64·75
Algebra - - - - - - - -	40·8
Bookkeeping - - - - - - -	66·66
Botany of Grasses - - - - - -	33·33
Chemistry - - - - - - -	51·5
Composition and Properties of Stones and Cements-	69·92
Construction and Working Drawings - - -	64·8
Construction of Farm Buildings - - -	46·52
Construction of Iron and Timber Roofs - - -	50·00
Enfranchisement of Copyholds - - - -	47·28
Forestry - - - - - - - -	83·66
Geology - - - - - - - -	65·77
Composition of Soils - - - - - -	67·11

Land Drainage	72·29
Surveying and Levelling	60·47
Measurement of Artificer's Work	60·0
Mechanics	56·0
Nature and Incidence of Local Taxation	45·04
Quantities	59·12
Road Making	70·0
Sanitary Science as applied to Buildings	69·27
Timber Measuring and Valuing (indoor work)	60·8
Ditto ditto ditto (outdoor work)	73·75
Valuation Tables (use and application)	60·0
Agricultural Law	66·48
Arbitration Law	48·71
Building and Sanitary Acts	30·0
Law of Fixtures, Dilapidations, Easements, Riparian Rights, Light and Air	50·24
Law of Landlord and Tenant	60·51
Lands Clauses Acts	47·5
Law of Vendors and Purchasers	45·0
Optional Subjects—	
Animal Physiology	72·0
Hydrostatics	54·66

Dr. STATEMENT OF RECEIPTS AND EXPENDI

REVEN

RECEIPTS.

1884.	£	s.	d.	£	s.	d.	£
609 Fellows' Subscriptions for 1884, at £3 3s.	1,918	7	0				
3 ,, ,, in advance for 1885, at £3 3s.	9	9	0				
9 ,, ,, arrears, at £3 3s.	28	7	0				
1 ,, ,, arrears of part-paid Subscriptions	4	4	0				
				1,960	7	0	
359 Professional Associates' and Associates' Subscriptions for 1884, at £2 2s.	753	18	0				
2 ,, ,, Subscriptions in advance for 1885, at £2 2s. ..	4	4	0				
18 ,, ,, arrears, at £2 2s.	37	16	0				
				795	18	0	
49 Students' Subscriptions for 1884, at £1 1s.	51	9	0				
2 ,, ,, in advance for 1885, at £1 1s.	2	2	0				
1 ,, ,, arrear of 1883, at £1 1s.	1	1	0				
				54	12	0	
							2,81
Hire of Arbitration Rooms							5
Withdrawn from Deposit at London and Westminster Bank							75
Dividends							13
Cash at Bankers and in hands of Secretary, January 1st, 1884							2
							£4,26

CAPIT

	£	s.	d.	£	s.	d.	£
104 New Fellows' Entrance Fees for 1884, at £5 5s.	546	0	0				
7 Fellows' Entrance Fees, Balance on Transfer, at £2 2s.	14	14	0				
				560	14	0	
107 New Professional Associates' and Associates' Entrance Fees for 1884, at £3 3s. ..				337	1	0	
							89
Interest on £200 North British Railway Preference Stock (Crawter Bequest)							
Transferred from Revenue							1,96
Balance at Bankers, January 1st, 1884							25
							£3,12

LIBRA

	£	s.	d.	£
Donations to December 31st, 1884				18
Dividends, 1884	15	17	0	
,, arrear, 1883	1	10	0	
				17
Balance at Bankers, January 1st, 1884				47
				£67

S

	£
Revenue Account	
Capital ,, ...	4,26
Library ,, ...	3,12
	67
	£8,05

ASSETS A

	£	s.	d.	£
Cash at Bankers and in hands of Secretary				42
Value of Furniture and Books				3,36
Investments—Consols				
,, New 2½ per Cents.	2,541	9	6	
,, Reduced 3 per Cents.	4,068	5	3	
,, North British Railway Preference Stock	539	11	2	
	228	0	0	
				7,37
Subscriptions and Entrance Fees due, but unpaid at date				10
Fees for use of Rooms due, but unpaid at date				18
Value of Premises, No. 12, Great George Street				6,00
				£17,40

COUNT.

EXPENDITURE.

4.	£ s. d.	£ s. d.
ice, Rates, and Taxes	244 15 10	
ight, and Water	117 2 4	
	48 12 9	
		410 10 11
ery, Postage, and Receipt Stamps, Books of Account, Publications, &c.		54 11 11
s and Wages		183 9 9
old Effects, Housekeeper's Petty Cash Expenses, Tea, Coffee, and Sundry Disbursements		795 19 3
nations—Examiners' Fees and Expenses £40 6 6		7 15 8
Printing, Lithography, Hire of Instruments, &c. 68 11 1		
108 17 7		
Less Candidates' Fees forfeited £53 11 0		
And Sale of Books of Rules 8 12 0		
62 3 0		
	46 14 7	
Prizes	50 0 0	
		96 14 7
tion of "Transactions"—Printing and Lithography	280 17 0	
Covers and Binding	32 4 0	
Reporting	37 16 0	
	350 17 0	
Less Sale of "Transactions" and Covers	58 6 3	
		292 10 9
l Printing		94 0 0
erred to Capital		1,960 0 0
harges, Brokerage, and Advertisements		35 12 7
t Bankers and in hands of Secretary, December 31st, 1884		250 6 4
		£4,261 11 9

COUNT.

	£ s. d.	£ s. d.
ure and Fittings		156 12 6
se of £3,108 5s. 3d. New 2½ per Cents.	2,850 0 0	
se of £28 0s. 0d. North British Railway Preference Stock (Crawter Bequest)	31 3 9	
		2,881 3 9
e at Bankers, December 31st, 1884		84 8 9
		£3,122 5 0

COUNT.

	£ s. d.
Maps, &c.	131 7 3
se of £439 11s. 2d. Reduced 3 per Cents.	450 0 0
e at Bankers, December 31st, 1884	92 8 8
	£673 15 11

RY.

	£ s. d.
ue	4,011 5 5
l	3,037 16 3
y	581 7 3
e at Bankers and in hands of Secretary, December 31st, 1884	427 3 9
	£8,057 12 8

ABILITIES.

	£ s. d.
uarter's Rent to Christmas 1884	62 10 0
Housekeeping, Printing, and various Accounts	115 0 0
ce	17,232 3 2

xamined with the Books and Vouchers, and found correct,
ARTHUR GARRARD,
G. TAYLOR, } *Auditors.*

£17,409 13 2

APPENDIX TO VOL. XVII.

Obituary.

THOMAS COKER BECK (Professional Associate) was born on the 5th November, 1852, and was the only son of the Rev. Cadwallader Coker Beck, Rector of Crowell, Oxfordshire. Mr. Beck studied farming as a pupil with Mr. Henry Howman, at Halaughton, Warwickshire, during the years 1871-1873, in which latter year he became a student at the Royal Agricultural College, Cirencester, where he obtained a Certificate of Honour in Agriculture, and was granted the Certificate of Membership on 17th June, 1875, after passing the final examination.

In 1875 he obtained the Certificate in Agriculture of the Highland and Agricultural Society of Scotland, and at the same time was awarded the Diploma in Agriculture of the same Society.

He acted as Agent to the Rev. Canon Lysons, of Hempsted Court, near Gloucester, from 1875 to 1878.

In 1880 he was appointed Manager of the Delank Granite Quarries in Cornwall, and in March 1881 took a steam thrashing business at Sherborne St. John, Hampshire, which he carried on until his death, which took place on the 12th April, 1885.

WILLIAM DANIEL HARDING (Fellow) was born in the year 1820, and entered the profession about the year 1837, commencing business in the West End, but about 1845 joining the firm of Toplis & Lord. On the death of Mr. James Toplis, Jun., in 1855, he and Mr. Edward Toplis (son of the latter) purchased the business from the executors. On the death of Mr. Edward Toplis a

few years later, he became the sole proprietor, and continued so until the year 1884, when he admitted his two sons into partnership, and ceased himself to take an active part in the business. He died on the 14th January, 1885, in the 64th year of his age, having for many years been a sufferer from chronic bronchitis.

In addition to his general knowledge and skill as a Surveyor, Mr. HARDING had a special experience in connection with Fire Insurance claims, and enjoyed the confidence of most of the leading Companies so completely that, on the occasion of the memorable Tooley Street fire in 1861, the Committee of the Fire Offices unanimously placed the settlement of the losses and the conduct of the inquiry in his hands, several millions of money being involved. Mr. HARDING was elected a Fellow of the Institution in 1875, and maintained his connection with it up to the time of his death, which occurred on the 14th of January last, in the 65th year of his age.

RICHARD HART HARVEY (Fellow) was a son of the late Mr. JOHN HARVEY, Sen., of Haverfordwest, with whom, in conjunction with his brother, the late Mr. JOHN HARVEY (Fellow), he was taken into partnership in 1852, after having for several years previous to that date taken an important part in the conduct of the business. After the death of Mr. JOHN HARVEY, Sen., in 1862, the two brothers continued the business, still retaining the style of JOHN HARVEY & SONS, and having extensive connections as Land-agents and Surveyors in the counties of Carmarthen Cardigan, and Pembroke. The firm were agents for the late Bishop THIRLWALL till his retirement in 1864; for Sir OWEN H. P. SCOURFIELD, Bart.; for Lord KENSINGTON, and many others. It may be also mentioned that they were engaged in connection with the formation of the South Wales and other railways and in connection with Admiralty property at Pembroke Dock. Mr. R. H. HARVEY held the post of Diocesan Surveyor under the Bishop of ST. DAVID'S from 1871 to 1882, when he resigned the appoint-

ment, and was Clerk to the Lord Lieutenant of Pembroke up to the time of his death. Mr. HARVEY was one of the earliest to show his appreciation of the objects sought by the founders of the Institution by becoming one of the first Members, and remained a Fellow up to the time of his death.

Outside the sphere of professional life Mr. HARVEY was widely respected for his untiring labours in connection with philanthropic and other agencies in his native town. From his early days he took a great interest in all local institutions, giving with great readiness valuable assistance to all associations established to promote the mental and bodily welfare and recreation of his fellow-townsmen. He also manifested a great interest in Church matters, his name being known throughout the length and breadth of the diocese in connection with every branch of religious work. His labours in the cause of agriculture were widely known and appreciated. For years he made very costly exertions to improve the native breed of cattle, and published a herd book, which forms a memorial of his useful efforts in this direction. Mr. HARVEY's death took place at his residence at Hermons Hill on Friday, October 31st, 1884, after an illness of only a few hours' duration, in the 62nd year of his age.

JOHN HORATIO LLOYD * (Honorary Member) was born at Stockport on the 1st of September, 1798. He was the son of JOHN LLOYD, who was an attorney and Town Clerk of that Town, and who, for services rendered to the Government, was appointed to the ancient office of Prothonotary of the counties of Chester and Flint. His eldest son was born at a time when Lord NELSON was the popular hero, and on this account the name of HORATIO was given to him. He received his first education at the Grammar School of Stockport, and at once showed great

* The substance of this Memoir is taken (by permission) from the Minutes of Proceedings (Vol. LXXVIII., page 450) of the Institution of Civil Engineers.

aptitude for learning, especially in the Classics, which at that period, even more than at present, formed the groundwork of education.

He was sent up to Oxford in 1818, and matriculated at Queen's College. His father had not the means of maintaining his son at the University, but the expenses were privately met, with well-timed generosity, by Lord SIDMOUTH, a Minister of the Crown, and Mr. WILLIAM HOBHOUSE, the brother of Lord BROUGHTON. The advantages thus acquired were not thrown away upon him, for in the year 1822 he obtained a first-class both in classics and mathematics, after which he was made a Fellow both of Queen's and Brasenose Colleges. He remained at Oxford two years longer, taking pupils, of whom he had always as many as he could undertake.

He took his degree as M.A. in 1824, and then came up to London in order to study for the Bar. He was called to the Bar at the Inner Temple on May 6th, 1826, and on the 1st of September of the same year he married his cousin, on his mother's side, CAROLINE, daughter of HOLLAND WATSON, a magistrate of the counties of Chester and Lancaster, and Major of the Stockport Volunteers.

He joined the North Wales Circuit, and gained a considerable practice there. He soon became well known in London, both on account of his legal abilities, which obtained very early recognition, and also from his earnest interest in politics. He was a member of, and frequent speaker at, the Union Debating Society, where he was associated with J. S. MILL, CHARLES BULLER, J. A. ROEBUCK, the late Lord CLARENDON (then Mr. VILLIERS), and his brother, and many others whose names have since become famous. He entered Parliament in 1832, after the passing of the Reform Bill, when he was returned for Stockport, then a new borough, in the advanced Liberal interest. He took part in many interesting debates, arguing in 1833 against giving magistrates the power of summarily convicting in cases of felony, and supporting a petition presented by the attorneys of Westminster for a

Committee of Inquiry into the conduct of the Benchers of the Inns of Court, relating to the admission of students to the Bar. He also took a leading part in connection with the Patent Bill of the same year, the subject of patents having always been one of great interest to him; and in 1834 he introduced a Bill to abolish the punishment of death for setting fire to buildings where life was not endangered. His efforts were especially directed towards the mitigation of the severity of the punishments which at that time disgraced our criminal code, and he voted for any measure that was brought in for the better government of Ireland. In later days he used to say that all the measures he had then advocated had become law.

His health gave way under the double strain of a large practice, and the keen contests of Parliamentary life, and at the ensuing election he did not again offer himself as a candidate. He retired also for a short time from the exercise of his profession, but when his health was re-established returned to the Bar. The rapid development of the railway system in 1845 largely increased his practice, and he soon became known as the chief authority in all legal matters connected with railways. His chamber practice became enormous, and he was employed as counsel for nearly all the railways in the United Kingdom. Although a sound lawyer, he never suffered himself to be trammelled by mere technicalities, but looked on questions from broad principles of equity. Thus he would often find a way out of difficulties which would have embarrassed a man more timid, or of narrower views, and it was owing to the counsel given by him that many important schemes were brought to a successful issue, which must otherwise have been stopped. It was by his advice that the means were found to establish a new company for laying the Atlantic cable, when the promoters seemed to have come to a dead-lock; and in the same way he devised the well-known security called "Lloyd's Bonds," without which a large proportion of the existing railways could not have been constructed. It was looked upon with suspicion by lawyers at first, as an evasion

of the law. It was, however, too simple and too equitable to be set aside, and is now generally adopted.

Mr. Lloyd was a very able speaker, and required very little preparation for his speeches. He had great clearness of perception, and could at once seize upon the main points of a case. These his excellent memory enabled him to retain and to bring out in due order. Having once made up his mind what to say, the words came of themselves, and it was perhaps owing to his extensive acquaintance with the masterpieces of English literature that he was always choice in his language, priding himself on speaking thoroughly correct English.

Mr. Lloyd had a family of eight children, four sons and four daughters. Five of his children, including all his sons, preceded him to the grave, three of them having died in infancy. He lost his second son, Frederick Watson, in 1862, at the age of thirty-three. He was a barrister on the South Wales Circuit, and a young man of great promise, and as he inherited many of his father's tastes, the loss of his affectionate and congenial companionship was keenly felt. In 1874 another heavy blow fell upon him in the death of his eldest son, Horace, a Queen's Counsel, and one whom he anticipated would have attained to the highest honours of the profession. This was followed, in 1875, by the death of his wife, to whom he was tenderly attached. He was then an old man, and although he still retained the vigour of his intellect, he was gradually breaking down, and work was more of an effort to him than formerly. He had always been subject to attacks of gout, and as he grew old his nervous system was very much affected by this malady. He retired from the practice of his profession at the close of 1876. To one of his active mind, the loss of a regular pursuit was a trial. When he was in good health, however, his time passed happily. He was extremely domestic in his habits, and his resources of mind, and intellectual tastes, were a sufficient recreation to himself, and an element of pleasure to those around him. He was an extensive reader, and preserved his love for the classics to

the last. Music, painting, and English poetry were always a source of great enjoyment to him, and he excelled especially as a reader of Shakespeare. He was fond of society, and his genial temper, ready sympathy, and keen sense of humour made him a general favourite. He loved especially to have young people about him, and had the knack of always setting them at their ease with him. Thus, in his old age, he was honoured and beloved, and the smile with which he greeted his friends will long be remembered by them. When he was turned eighty his bodily infirmities increased rapidly upon him, but his mind was still clear and his memory good.

In the autumn of 1882 he was taken seriously ill at Spa, in Belgium, with an attack of congestion of the liver. He never quite recovered from this illness. From October 1883 he failed rapidly, and for the last few months of his life scarcely left his room. He did not suffer much pain, but his good spirits quite deserted him, and before the end came he had grown very weary of life. He passed away quietly on the morning of July 18th, 1884, in the eighty-sixth year of his age, and was buried at Hendon, where his wife and two sons had been laid to rest before him, on the 23rd of the same month.

It would be difficult to exaggerate the value of Mr. Lloyd's services to The Surveyors' Institution at the time of and for some time after its first establishment,—services which the Council have placed upon special record in their Annual Report for the present year, and which they sought to recognise in 1877, by transferring Mr. Lloyd's name from the list of Associates to that of Honorary Members of the Institution.

RICHARD JAMES PRIOR (Fellow) was born at Woodstock, in 1846. After serving his articles with Messrs. Rawlence & Squarey, he commenced business on his own account at Canterbury, in 1870. In 1877 he entered into partnership with Mr. H. C. Newson (Fellow), under the style of Prior & Newson, at Canterbury, and 57

Lincoln's Inn Fields. Mr. PRIOR held several agencies, and, about a year before his death, was appointed Surveyor to the Elham Valley Railway Company, to buy the land for the new line from Canterbury to Folkestone. He died at Canterbury, on August 4th, 1884, after an operation for cancer, in the 38th year of his age.

HENRY ROBSON (Fellow) was educated at the Durham Grammar School. After some time spent in travelling on the Continent, Mr. ROBSON devoted himself to the study of building of the best class with Messrs. CUBITT & Co., of Gray's Inn Road. As a Surveyor, he had acted for some years past as one of the principal advisers of the North Eastern Railway in regard to their purchases of land and buildings.

Mr. ROBSON's death took place on the 31st of December, 1884.

CHARLES STEPHENSON (Fellow) was born in 1821. After serving his articles to his uncle, the late Mr. JAMES LANSDOWN, he entered, in 1838, the office of Sir (then Mr.) H. A. HUNT, with whom ten years later he became a partner. Mr. STEPHENSON had a wide and varied professional experience; and among the transactions in which he was engaged during the busiest part of his professional career may be mentioned the buying (in conjunction with Mr. RITCHIE) of the land for the District Railway, and the measuring of the forts at Chatham, Plymouth, and Portsmouth, under the Defence Act. Mr. STEPHENSON was one of the original Members of the Institution, and filled the office of Auditor from the time of its establishment until the year 1872, when he was elected a Member of the Council, on which he remained until 1883. He retired from business through ill-health in 1880, and died at St. George's Square, on the 11th of February, 1885.

CHARLES WILLIAM THOMPSON (Fellow) was born at Fareham in Hampshire, in the year 1842. He

commenced his professional career as an assistant to Mr. E. Ryde (Past President), in whose employment he remained until 1871, when a special office being created by the Corporation of London for the sale and letting of their then large amount of vacant lands, Mr. Thompson was selected for the post out of a number of competitors. In this position his excellent business aptitudes and genial social qualities soon gained him a considerable connection and many friends. His death took place very unexpectedly on the 25th of May, 1885, in the 43rd year of his age.

Mr. Thompson was elected an Associate of the Institution in February 1870, and became a Fellow in January 1882.

GEORGE TRIST (Fellow) began his professional career as a pupil in the office of Messrs. Appleton and Gadsden, of Old Broad Street. On the expiration of his articles he commenced business on his own account at No. 80, Old Broad Street, joining, in 1851, the firm of Hoggart and Norton, of which firm he became the senior partner on Mr. Norton's death in 1866, when he was joined by Mr. Daniel Watney; the firm being henceforth known under the style of Norton, Trist, Watney, & Co. Notwithstanding the pressure of professional duties, Mr. Trist found time to take an active part in the affairs of the Skinners' Company, of which he was Master for the year 1863-64. He was also Chairman of the Auction Mart Company. When the first steps were taken for establishing the Institution in 1868 Mr. Trist at once identified himself with the movement, being one of the original Members and a Member of the first Council. His death took place, after an illness of very short duration, on the 25th December, 1884, in the 69th year of his age.

FRANCIS TURNER (Associate) was born in 1830, and was called to the Bar, at the Middle Temple, in Easter Term 1864, when he joined the Home Circuit and the

Kent Sessions. Mr. TURNER, at the time of his death, enjoyed a considerable reputation as a sound lawyer and a painstaking advocate, being best known among the general body of Surveyors for his knowledge of the Law of Building Contracts. Mr. TURNER was the author of a Text-book on the "Contract of Pawn," and had contributed, on several occasions, to the "Transactions" of the Institution; his Paper on the Law affecting Quantity Surveyors (Vol. XIII., Part 2) being generally regarded as a singularly able and lucid exposition of this branch of the law. Mr. TURNER was elected an Associate of the Institution on the 5th of January, 1880. He died very suddenly at his residence at Primrose Hill Road, on the 28th of February, 1885.

JOHN WHICHCORD (Fellow) was born on the 11th of November, 1823, at Maidstone, where his father was in practice as County Surveyor of Kent, and as Surveyor and Engineer to the Medway River Commissioners. Commencing as a pupil in his father's office, he rapidly acquired practical experience in connection with the erection of public buildings in Canterbury and other large towns in his native county, besides being largely engaged in railway surveying, and in the construction of locks, bridges, and other hydraulic works on the Medway. After several years spent in foreign travel in the East and elsewhere Mr. WHICHCORD returned to London in 1850, entering into partnership with his father, and subsequently with Mr. ARTHUR ASHPITEL, in conjunction with whom he carried out several important works, the enumeration of which would be out of place in this memoir.

Mr. WHICHCORD's connection with the Institution, in his quality as a Surveyor, commenced shortly after its foundation in 1868, and was maintained until his death. In consequence of his practical knowledge of construction, of the development of building estates, and of his skill as a Valuer, Mr. WHICHCORD was frequently appointed in the latter years of his life as Arbitrator in compensation cases, especially in connection with the Inner Circle Completion

Railway. The distinguished position which Mr. Whichcord had long held in a kindred profession received marked recognition by his appointment, in 1879, as President of the Royal Institute of British Architects—an office which he served for two successive years. In addition to his large general practice as an Architect and Surveyor, Mr. Whichcord filled several public appointments, the duties of which he discharged with characteristic energy and devotion. But notwithstanding the pressure of professional work he found time to take an active part in the work of the British Archæological Association, the London and Middlesex Archæological Society, and the District Surveyors' Association. Of late years, Mr. Whichcord's connection with the Institution became closer than formerly owing to the development of the surveying branch of his practice, and to his interest in the establishment of the system of Professional Examinations, in connection with which he acted on more than one occasion as Honorary Examiner, evincing at all times the greatest readiness to assist in the development of the system.

Mr. Whichcord's health had been rapidly deteriorating for some time previous to his death, which took place very unexpectedly on the 9th of January last, in the 62nd year of his age.

LIST OF DONATIONS AND CONTRIBUTIONS TO THE LIBRARY FROM JUNE 1st, 1884, TO JUNE 1st, 1885.

DONATIONS OF BOOKS, MAPS, &c.

Donors.	Title of Work.
Adams, H.	"Richardson's Furness," 2 vols.
Agricultural Gazette, Editor of the	"The Agricultural Gazette," 1884–85.
Architect, Editor of the	"The Architect," 1884–85.
Baker, B.	"Description of the Forth Bridge Works," by B. Baker.
Bath and West of England Society	"Journal of the," 1884–85.
Bettridge, E.	"Smith's History of Warwickshire."
Browne, F.	"Napier's History of Swyncombe and Ewelme."
Builder, Editor of the	"The Builder," 1884–85.
Builders' Weekly Reporter, Editor of the	"The Builders' Weekly Reporter," 1884–85.
Building News, Editor of the	"The Building News," 1884–85.
Card, H. & H. C.	"Gibson's History of Castor," 1819.
Chancellor, E. B.	"Historical Richmond," by E. B. Chancellor.
Chinnock, F. G.	"England Illustrated." 2 vols. 1764.
Christy, A. E.	"Lipscomb's Journey into South Wales," 1802.
Contract Journal, Editor of the	"Journal," 1884-85.
Denton, J. Bailey	Pamphlet on "Sewage Disposal," by J. Bailey Denton.
Dethridge, F.	"Houses and Land, or How to Buy, and How to Sell, and How to Manage Property Well," by F. Dethridge.
Dickson, T. A.	"Astel on the Writing and Deciphering of Ancient Documents."
Eggar, J. A.	"Milner's History of Winchester," 2 vols., 1798.
Emmett, J. T.	"The Initiative of Leasehold Enfranchisement," by J. T. Emmett. "Would Leasehold Enfranchisement be Advantageous?" by J. T. Emmett.
Estates' Gazette, Editor of the	"The Estates' Gazette, 1884–85.
Freuer, W.	"Oliver's Beverley," 1829.
Farmers' Club, The	"Journal," 1884–85.
Field, Editor of the	"The Field," 1884–85.
Forestry, Journal of, Editor of	"Journal," 1884–85.
Fosbery, W. T. E.	"Wise's New Forest."
Gayford, H. J.	"Harrod's Castles and Convents of Norfolk."
Green, S.	"Loder's History of Framlingham," 1798 (Beckford copy).
Hallett, W. B.	"Whitaker's History of Whalley," 2 vols.

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Hamilton, H. B. H.	"The Hereford Guide," 1806 (Beckford copy).
Horticulture, Journal of, Editor of the	"Journal of Horticulture," 1884–85.
Humbert, C. F.	"Journal of the Geological Society," 1884–85.
Hussey, R.	"Lambard's Kent," 1656.
Institution of Civil Engineers	"Minutes of Proceedings." Vols. 77, 78, & 79.
Institution of Civil Engineers of Ireland	"Transactions," 1884–85.
Institution of Mechanical Engineers	"Proceedings," 1884–85.
Iron, Editor of	"Iron," 1884–85.
Jenkins, H. M.	"Report on Agricultural Education in North Germany, Denmark, Belgium, Holland, and the United Kingdom," by H. M. Jenkins.
Jeudwine, W. W.	"Maddox's Formulare Anglicanum."
Kemsley, J. W.	"Hall's Stately Homes of England," 2 vols. "Nicolas's Testamenta Vetusta," 2 vols.
Kennedy, G. G., and Sandars, J. S.	"The Law of Land Drainage and Sewers," by G. G. Kennedy and J. S. Sandars
Land and Water, Editor of	"Land and Water," 1885.
Land Agents' Record, Editor of the	"The Land Agents' Record," 1884–85.
Liverpool Architectural Society	"Proceedings of the," 1882–83.
London and Middlesex Archæological Society	"Transactions of the," 1884–85.
Low, R. J.	Wilson's "History of the Parish of St. Laurence Pountney."
McCallum, P. S.	"Hasted's History of Canterbury," 2 vols. 1801. "Smith's Map of Wales," 1804.
Martin, G. D., and Purchase, E. K.	"Earwaker's History of East Cheshire," 2 v.
Matheson, E.	"The Depreciation of Factories and their Valuation," by E. Matheson.
Master and Wardens of the Merchant Taylors' Company	"Memorials of the Merchant Taylors' Company."
Michael, W. H., and Will, J. Shiress	"The Law Relating to Gas and Water," 3rd Edition, by W. H. Michael and J. S. Will.
Michelmore, A.	"Sleigh's History of the Parish of Leek."
Ministry of Public Works of Rome.	"Journal of the Civil Engineers of Rome for the Year 1884 and January and February 1885."
Mylne, W. J. H.	"Cooke's Thames Scenery," 2 vols., 1818.
North of England Institute of Mining and Mechanical Engineers	"Transactions," 1884–85. "An Account of the Strata of Northumberland and Durham, as proved by Borings and Sinkings."
Penfold, J. W.	"Batty Langly on Improving Estates," 1728. "De Foe's Essay upon Projects," 1697. "Root's Charters of the Town of Kingston-upon-Thames," 1797. "Blackstone's Commentaries on the Laws of England," 1775. 3 vols.

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Richards, H. B.	"Fosbroke's Encyclopædia of Antiquities," 3 vols.
Robinson, H.	Pamphlet on "Sewage Disposal," by H. Robinson.
Rogers, W. B.	"Hunter's History of Hallamshire."
Royal Agricultural Society of England	"Journal of the," 1884–85.
Royal Institute of British Architects	"Proceedings of the," 1884-85.
Rutley, C.	"Ware's Architecture."
Sabin, J. H.	"Bouchard-Huzard's Traité des Constructions Rurales," 2 vols.
Sanitary Assurance Association	"Sanitary Arrangements of Dwelling Houses," by Mark H. Judge.
Sanitary Institute of Great Britain	"Transactions of the," Vol. 5.
Sanitary World, Editor of the	"The Sanitary World," 1884-85.
Simmons, C. F.	"Loggon's Basingstoke," 1742.
Société des Géomètres	"Journal of the," 1884–85.
Statistical Society	"Journal of the," 1884–85.
Tiffen, J.	"Tickell's History of Hull," 1798.
Ward, J. G. R.	"Thoroton's Nottingham," 1790-96. 3 vols.
Waterer, C.	"Pennant's History of Whiteford and Holywell.
Waterman, R.	"Smith's Old Yorkshire," 5 vols.
Wells, E. O.	"Hone's Every-Day Book," 4 vols.
White, F. Meadows, *Q.C.*	"J. Gould's Birds of Great Britain," 5 vols.
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Wilkinson, T.	"Coker's History of Dorset," 1732.
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THE SURVEYORS' INSTITUTION

(Incorporated by Royal Charter),

12, GREAT GEORGE STREET, WESTMINSTER, S.W.

LIST OF MEMBERS, JULY 1st, 1885.

Honorary Members.

Date of Election and of Transfer.		
1874, Apr. 13	BEDFORD, HIS GRACE THE DUKE OF	81 & 82, Eaton Square, S.W.
1878, Nov. 11	BUCAILLE, EUGÈNE	168, Boulevard de Strasbourg, Havre, France.
1875, Mar. 15	CAIRD, SIR JAMES, C.B. . . .	Tithe and Inclosure Commission Office, St. James's Square, S.W.
1877, Jan. 15	CONSTABLE, JOHN, The Rev. . .	Marston Bigot, Frome, Somersetshire.
1880, Jan. 5	DERIVRY, MARIE AUGUSTE LOUIS	Noyon, Oise, France.
1880, Jan. 5	GILLET, GEORGES EDOUARD . .	Joinville, Haute-Marne, France.
1871, Jan. 30	GORE, CHARLES ALEXANDER, The HONORABLE	Office of Woods, &c., 1, Whitehall Place.
1880, May 10	HAMPDEN, THE RIGHT HON. LORD VISCOUNT	Glynde, Lewes, Sussex.
1883, May 21	HARTINGTON, THE RIGHT HON. THE MARQUIS OF	Devonshire House, Piccadilly, W.
A. '69, Jul. 26 H.M.'71, Feb. 27	LEACH, GEORGE ARCHIBALD, LIEUT.-COLONEL	Tithe and Inclosure Commission Office, St. James's Square, S.W.
1878, Nov. 11	LEFÈVRE, FRANÇOIS ETIENNE .	Sucy, Seine et Oise, France.
1885, Apr. 20	M'CLELLAN, JOHN B., M.A., The REV.	Royal Agricultural College, Cirencester.
A. '72, Jan. 15 H.M.'72, Apr. 22	RIDLEY, GEORGE	2, Charles Street, Berkeley Square, W.

Fellows.

Dip. No.	*Date of Election and of Transfer.*	The names of those Fellows who have qualified for the Class by Examination are distinguished thus *	
1034	1884, Jan. 14	ABBOTT, ROBERT THOMAS G. .	Woodbine House, Trinity Road, Scarborough, and Auburn Hill, Malton.
1	1868, Jun. 15	ADAMS, CHARLES FREDERICK .	Barkway, Herts.
1105	1884, Feb. 25	ADAMS, HENRY	60, Queen Victoria Street, E.C.
612	1881, Feb. 21	ADDIE, WILLIAM FORRESTER .	30, Winckley Square, Preston.

Dip. No.	*Date of Election and of Transfer.*	FELLOWS.	
982	1883, Dec. 17	ALLEN, HENRY ROBERT . .	50, Finsbury Square, E.C.
697	A. '81, Jan. 10 / F. '84, Mar. 10	ANDERSON, ROBERT, JUN. . .	25, Bedford Row, W.C.
287	1872, Dec. 9	APPERLEY, WILLIAM HAVARD .	Hereford.
198	1869, May 3	ARDING, CHARLES BENNETT. .	22, Surrey Street, Strand, W.C.
133	1884, Apr. 21	ARMISTEAD, RICHARD . . .	118, Main Street, Bingley.
791	1882, Apr. 24	ARMSTRONG, THOMAS JOHN . .	14, Hawthorn Terrace, Newcastle-on-Tyne.
404	1875, Nov. 8	AUSTIN, RUSSELL GARDENER .	Hertford.
1005	A. '83, Dec. 17 / F. '84, Dec. 8	BAIRD, JONATHAN PEEL . . .	Estate Office, Somerley, Ringwood, Hants.
812	1882, May 22	BALLARD, EDMUND	Elwick House, Ashford, Kent.
479	1877, Mar. 12	BALLS, JAMES MAYHEW . . .	Castle Hedingham, Essex.
606	1881, Feb. 7	BANNISTER, THOMAS. . . .	Limehurst, Hayward's Heath, Sussex.
712	1882, Jan. 30	BARFIELD, FREDERIC HENRY .	Faringdon, Berks.
1259	1885, Mar. 9	BARKER, CALEB	Estate Office, Shadwell, Thetford.
983	1883, Dec. 17	BARNES, JOHN WILLIAM JAMES	Brougham Chambers, Wheeler Gate, Nottingham.
118	1868, Aug. 17	BARRY, CHARLES	1, Westminster Chambers, Victoria Street, S
1056	1884, Jan. 28	BATE, THOMAS	Town Hall Chambers, Kilburn, N.W.
1213	1884, Dec. 8	BATEMAN, JOHN JOSEPH . .	13, Waterloo Street, Birmingham.
726	1882 Feb. 13	BATH, FRED	Crown Chambers, Salisbury, Wilts, and Strand, W.C.
3	1868, Jun. 15	BEADEL, WILLIAM JAMES . . (*Vice-President*)	97, Gresham Street, E.C.
136	1868, Nov. 2	BEAUMONT, GEORGE . . .	East Bridgford, near Nottingham.
1153	1884, May 5	BECK, EDMUND	Sandringham, Norfolk.
525	1879, Jan. 6	BEDELLS, CHARLES KING . .	6, John Street, Bedford Row, W.C.
317	1873, Dec. 8	BEESTON, FREDERICK . . .	30, Lincoln's Inn Fields, W.C.
630	1881, Dec. 19	BELL, GEORGE GRAHAM . .	11, Pall Mall East, S.W.
388	1875, Mar. 1	BENNETT, THOMAS OATLEY . .	Bruton, Somerset.
1187	1884, May 26	BENINGFIELD, HENRY . . .	16, Union Court, E.C.
631	1881, Dec. 19	BERRIDGE, ROBERT	181, Bishopsgate Street Without, E.C.
1214	1884, Dec. 8	BERTWISTLE, JAMES	1, Tackett's Street, Blackburn.
984	1883, Dec. 17	BETTRIDGE, EDWARD . . .	11, Temple Row, Birmingham.
306	1873, Feb. 24	BEWICK, THOMAS JOHN . . .	Haydon Bridge, Northumberland.
1239	1885, Jan. 12	BICKERTON, GEORGE ARTHUR .	3, Guildford Street, Russell Square, W.C.
190	1869, Mar. 22	BIDWELL, CHARLES	Ely, Cambridgeshire.
912	1883, April 2	BIDDELL, WILLIAM, M.P. . .	Lavenham Hall, Suffolk.
396	1875, Apr. 12	BINGHAM, REUBEN	5, Bolton Street, Piccadilly, W.
131	1868, Oct. 26	BINNIE, THOMAS	207, Hope Street, Glasgow.
113	1868, Aug. 10	BIRD, JAMES BINFIELD . . .	14, Queen Victoria Street, E.C., and West Cowes, Isle of Wight.
1154	1884, May 5	BIRD, WALTER	61, Edgware Road, W.
772	1882, Mar. 13	BIRDSEYE, WILLIAM	99, Gresham Street, E.C.
1262	1885, Mar. 23	BLAKE, FREDERICK	130, Queen Street, Portsea, Hants.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
883	1883, Feb. 12	BLAKE, WILLIAM JOHN, JUN.	2, Abchurch Yard, E.C., and 21, High Street, Croydon.
773	1882, Mar. 13	BLAKEMORE, WILLIAM AGUTTER	24, Salisbury Street, Strand, W.C.
1057	1884, Jan. 28	BLASHILL, THOMAS	10, Old Jewry Chambers, E.C.
1058	1884, Jan. 28	BLEWITT, EDWARD ROBERT	Rainham, Essex.
227	1870, Feb. 7	BLOUNT, WILLIAM	Orchehill House, Gerrard's Cross, Bucks.
330	1874, Feb. 2	BOLAM, CHARLES GODFREY	82 & 83, Palace Chambers, S.W.
450	1876, May 8	BOLAM, WILLIAM THOMAS	Cross House, Westgate Road, Newcastle-upon-Tyne.
408	1875, Dec. 13	BOLDEN, JOHN LEONARD	Tehidy Office, Camborne, Cornwall.
199	1869, May 3	BOND, ERASMUS	22, Surrey Street, Strand, W.C.
24	1868, Jun. 15	BONNY, JAMES RIPPOTH	Palmer's Hill House, Palmer's Green, Southgate, N., and 47, Old Broad Street, E.C.
813	1882, May 22	BOOKER, ALGERNON ERSKINE	Albion House, Hyde Park Square, W.
632	1881, Dec. 19	BOTTERILL, WILLIAM	23, Parliament Street, Hull.
1134	1884, Apr. 21	BOWER, WILLIAM JOHN	6, St. James Street, Derby.
62	1868, Jul. 13	BOWLER, WILLIAM ANTHONY	5, Museum Street, Ipswich.
1249	1885, Feb. 9	BOWLES, ARTHUR HUMPHREY	Temple Court, near Guildford, Surrey.
633	1881, Dec. 19	BOYLE, EDWARD	14, Clement's Lane, E.C.
870	1883, Jan. 29	BRACKETT, WILLIAM	27, High Street, Tunbridge Wells.
1059	1884, Jan. 28	BRAY, HARRY	14, Warwick Court, Gray's Inn, W.C.
727	1882, Feb. 13	BRERETON, FRANC SADLEIR	292, High Holborn, W.C.
953	1883, May 25	BRINSLEY, GEORGE	30 and 31, New Bridge Street, E.C.
829	1882, Dec. 18	BRIDGEWATER, BENTLEY JAMES	80, Cheapside, E.C.
359	1874, Dec. 7	BROOK, JAMES	12, 13, & 14, Estate Buildings, Huddersfield.
919	1883, April 16	BROOK, THOMAS	28, John William Street, Huddersfield.
1060	1884, Jan. 28	BROWN, BRADSHAW	59, Fenchurch Street, E.C.
322	1874, Jan. 5	BROWN, DANIEL JOHNSON	61, Lincoln's Inn Fields, W.C.
63	1868, Jul. 13	BROWN, GEORGE	Roborough House, Barnstaple, Devonshire.
634	1881, Dec. 19	BROWN, GEORGE JAMES	8, Spring Gardens, S.W.
933	1883, April 30	BROWN, JOHN POWLES	21, East Street, Hereford.
173	1869, Feb. 22	BROWN, THOMAS FORSTER	Guildhall Chambers, Cardiff.
165	1869, Feb. 8	BROWN, WILLIAM	Tring, Herts.
246	1870, Dec. 12	BUCHAN, THOMAS	15, Barrack Street, Dundee.
77	1868, July 13	BUCK, ALBERT	Worcester.
270	1871, Dec. 18	BUCKLAND, FRANK BOWRY	Windsor.
774	1882, Mar. 13	BURBRIDGE, SAMUEL	9, Blomfield Street, E.C.
1215	1884, Dec. 8	BURD, LAURENCE	Mayfield, Shrewsbury.
80	1868, Jul. 20	BURNELL, EDWARD HENRY	32, Bedford Row, W.C.
635	1881, Dec. 19	BURNETT, DAVID	14, Nicholas Lane, E.C.
379	1875, Feb. 1	BURROUGHES, THOMAS HENRY	16, Lower Berkeley Street, W., and 30, Lincoln's Inn Fields, W.C.
814	1882, May 22	BURROWS, ALFRED J.	Surrenden Estate Office, Pluckley, Kent.
1216	1884, Dec. 8	BURTENSHAW, ALBERT	Hailsham, Sussex.
323	1874, Jan. 5	BUZZARD, ALFRED LINDSEY	22, Surrey Street, Strand W.C.

Dip. No.	*Date of Election and of Transfer.*	FELLOWS.	
787	A. '82, Mar. 27 F. '84, Jan. 14	CARD, HENRY CURTIS . . .	North Street, Lewes, Sussex.
232	A. '70, Feb. 7 F. '80, Nov. 22	CARRITT, ERNEST	18 & 19, Great St. Helen's, E.C.
800	A. '82, Apr. 24 F. '83, Jan. 15	CARPENTER, EVAN GEORGE .	2, Abchurch Yard, E.C., and 21, High Str Croydon, Surrey.
954	1883, May 25	CARTWRIGHT, GEORGE KINGSFORD	Queen's Road, Harrogate.
636	1881, Dec. 19	CARTWRIGHT, HENRY EDWARD .	Magherafelt Manor, Co. Londonderry, Ireland
444	1876, Apr. 24	CASSELL, JAMES ROBERT . .	11, Billiter Square, E.C.
920	1883, April 16	CASTLE, GEORGE RICHARD . .	Bicester, Oxford.
328	1874, Jan. 19	CASTLE, HENRY JAMES, SEN. . *(Member of Council)*	40, Chancery Lane, W.C.
637	1881, Dec. 19	CASTLE, HENRY JAMES, JUN. .	37, Bedford Row, W.C.
295	1873, Jan. 13	CASTLE, ROBERT	Merton Street, Oxford.
278	1872, Mar. 11	CASTLE, WILLIAM HENRY BALDWIN	40, Chancery Lane, W.C.
247	1870, Dec. 12	CATES, ARTHUR	7, Whitehall Yard, S.W.
562	1875, Jan. 4	CAVE, HENRY H.	The Manor House, Brigg, Lincolnshire.
1263	1885, Mar. 23	CHADWICK, SPENCER	17, Parliament Street, S.W.
1061	1884, Jan. 28	CHANCELLOR, ALBERT . . .	1, King Street, Richmond, Surrey.
219	1870, Jan. 10	CHANCELLOR, FREDERICK . .	Chelmsford, Essex; and 20, Finsbury Circus, E
25	1868, Jun. 15	CHAPMAN, GEORGE	5, Adelaide Street, Strand, W.C.
296	1873, Jan. 27	CHEFFINS, CHARLES RICHARD .	23, Abingdon Street, S.W.
1135	1884, Apr. 21	CHESTON, CHESTER, JUN. . .	Dashwood House, New Broad Street, E.C.
57	1868, Jul. 6	CHINNOCK, FREDERICK GEORGE	11, Waterloo Place, S.W.
681	1882, Jan. 16	CLARK, SAMUEL	8, New Cavendish Street, W.
682	1882, Jan. 16	CLARKE, ALFRED DUDLEY . .	West Dean, Chichester.
973	1883, Nov. 12	CLARKE, RICHARD	Surveyor's Office, Parish Offices, Birmingham
27	1868, Jun. 15	CLARKE, THOMAS CHATFEILD . *(Member of Council)*	63, Bishopsgate Street Within, E.C.
5	1868, Jun. 15	CLIFTON, EDWARD NORTON . . *(Past-President)*	7, East India Avenue, E.C.
29	1868, Jun. 15	CLUTTON, HENRY	9, Whitehall Place, S.W.
6	1868, Jun. 15	CLUTTON, JOHN . . . . . *(Past-President)*	9, Whitehall Place, S.W.
78	A. '68, Jul. 13 F. '75, May 10	CLUTTON, JOHN HENRY . . .	9, Whitehall Place, S.W.
61	A. '68, Jul. 6 F. '74, Apr. 13	CLUTTON, RALPH	9, Whitehall Place, S.W.
221	A. '70, Jan. 10 F. '75, Dec. 13	CLUTTON, RALPH WILLIAM . .	Hartswood, Reigate, Surrey
65	1868, Jul. 13	CLUTTON, ROBERT GEORGE . .	9, Whitehall Place, S.W.
153	1869, Jan. 11	CLUTTON, WILLIAM JAMES . .	The Mount, York.
713	1882, Jan. 30	COBB, HERBERT MANSFIELD .	43, Lincoln's Inn Fields, W.C.
31	1868, Jun. 15	COBB, ROBERT LAKE. . . . *(Member of Council)*	Higham, Kent.
714	1882, Jan. 30	COLEMAN, JOHN	Riccall Hall, York.
769	A. '82, Feb. 27 F. '84, Jan. 28	COLGATE, THOMAS, JUN. . . .	Glynde, Lewes, Sussex.
119	1868, Aug. 17	COLLINS, HENRY HYMAN . .	61, Old Broad Street, E.C.

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198	1869, Apr. 5	COMELY, JOHN GILL	Winchester, Hants.
1035	1884, Jan. 14	COOK, EDWARD SAMUEL . . .	60, Queen Victoria Street, E.C.
1172	1884, May 19	COOPER, ARTHUR LESLIE . .	86, High Street, Maidenhead.
715	1882, Jan. 30	COOPER, JOHN GROVES . . .	Bideford, Devon.
895	1883, Feb. 26	COOPER, JOHN THOMAS . . .	41, Moorgate Street, E.C.
445	1876, Apr. 24	COOTE, GEORGE	Smeetham Hall, Sudbury, Suffolk.
985	1883, Dec. 17	COOTE, JOHN	Sudbury, Suffolk.
272	1872, Jan. 29	COUCHMAN, CHARLES. . . .	6, Waterloo Street, Birmingham.
934	1883, April 30	COUCHMAN, ROBERT EDWARD .	6, Waterloo Street, Birmingham.
556	1880, Jan. 5	COVERDALE, FREDERICK JOHN .	Ingatestone Hall, Essex.
728	1882, Feb. 13	COVERDALE, HENRY	Cossey, Norfolk.
495	1878, Jan. 28	COWGILL, WILLIAM	Bradford.
729	1882, Feb. 13	COX, GEORGE JAMES	1, Promenade, Cheltenham.
159	1869, Jan. 25	CRAWTER, JOHN	Cheshunt, Herts.
160	1869, Jan. 25	CRICKMAY, GEORGE RACKSTROW.	17, Parliament Street, S.W., and St. Thomas Street, Weymouth.
354	1874, May 11	CRONK, EDWYN EVANS . . .	Sevenoaks, Kent.
730	1882, Feb. 13	CRONK, EDWYN EVANS, JUN. .	12, Pall Mall, S.W.
731	1882, Feb. 13	CRONK, FRANK	12, Pall Mall, S.W.
871	1883, Jan. 29	CRONK, WILLIAM HENRY . .	Sevenoaks, Kent.
416	1876, Jan. 10	CROSS, JOHN	77, King Street, Manchester.
307	1873, Apr. 21	CROSS, WILLIAM STEPHENS . .	18, Outer Temple, and 2, Cecil Street, Strand, W.C.
389	A. '75, Mar. 1 F. '80, Nov. 8	CRUSE, EDMUND	34, High Street, Warminster, Wiltshire.
32	1868, Jun. 15	CURREY, HENRY	37, Norfolk Street, W.C.
581	1880, Dec. 13	CURTIS, CHARLES EDWARD . .	Deanyers, Alton, Hants.
483	1877, Apr. 16	CURTIS, ROBERT LEABON . .	119 and 120, London Wall, E.C.
543	1879, Apr. 28	CURTIS, SAMUEL PERKINS . .	119 and 120, London Wall, E.C.
986	1883, Dec. 17	DAINTREE, JOHN OSBORN . .	Redlands, Lolworth-by-St. Ives, Hunts.
387	A. '75, Feb. 15 F. '84, Jan. 14	DALE, JOHN	16, Whitehall Place, S.W.
638	1881, Dec. 19	DALLAS, EDWIN STUART . . .	34, Great James Street, Bedford Row, W.C.
987	1883, Dec. 17	DANIEL, HARRY AUGUSTUS HOOD	Chasefield, Fishponds, near Bristol.
732	1882, Feb. 13	DANN, HENRY	Bexley, Kent.
510	1878, Apr. 29	DARLEY, WILLIAM	Eastfield. Askern, Doncaster.
896	1883, Feb. 26	DASH, THOMAS ALEXIS . . .	12, Whitehall Place, S.W.
66	1868, Jul. 13	DAVID, EDWARD	Llandaff, Glamorganshire.
300	1873, Feb. 10	DAVIES, JOHN MORGAN . . .	Froodvale, Llandilo, Carmarthenshire.
491	A. '77, Dec. 10 F. '81, Nov. 14	DAVIS, JAMES	32, Strand, W.C.
897	1883, Feb. 26	DAW, WILLIAM HERBERT . .	62, Coleman Street, E.C.
683	1882, Jan. 16	DEACON, THOMAS MARK. . .	1, Adelaide Street, Charing Cross, S.W.
1085	1884, Feb. 11	DEBENHAM, THOMAS NUNN . .	80, Cheapside, E.C.
1116	1884, Mar. 10	DENNANT, WILLIAM FREETH .	63, Queen Victoria Street, E.C.

Dip. No.	*Date of Election and of Transfer.*	FELLOWS.	
863	1883, Jan. 15	DENT, RALPH JOHN . . .	Streatlam House, Darlington.
8	1868, Jun. 15	DENTON, JOHN BAILEY . . .	22, Whitehall Place, S.W.
760	1882, Feb. 27	DEW, WILLIAM	Bryn Bras Castle, Carnarvon.
759	1882, Feb. 27	DEW, WILLIAM ARTHUR . . .	Wellfield House, Bangor.
1228	A. '84, Dec. 8 F. '85, May 18	*DICKSON, THOMAS ARTHUR . .	West Cliff, Preston, Lancashire
884	1883, Feb. 12	DINWIDDY, THOMAS	Croom's Hill, Greenwich Park.
169	A. '69, Feb. 8 F. '78, Feb. 25	DODGSON, WILFRED LONGLEY .	The Moor, Ludlow.
1136	1884, Apr. 21	DOLL, CHARLES FITZROY . .	64, Cannon Street, E.C.
1250	1885, Feb. 9	DONNE, HENRY	Leek Wootten, Warwick.
163	A. '69, Jan. 25 F. '82, Nov. 31	DOWDEN, HENRY JOSEPH . .	41, Charing Cross, S.W.
716	1882, Jan. 30	DOWLING, CLEMENT	32, Craven Street, W.C.
493	1878, Jan. 14	DOWNING, FREDERICK . . .	7A, Whitehall Yard, S.W.
817	A. '82, May 22 F. '84, May 19	DRAPER, ARTHUR THOMAS . .	Grey Friars, Leicester.
301	1873, Feb. 10	DREW, HENRY	Exeter.
275	1872, Feb. 26	DREW, JOHN	9, Queen Street, Exeter; and Powderham Cas near Exeter.
913	1883, April 2	DREWITT, GEORGE	94, High Street, Guildford.
419	A. '76, Jan. 10 F. '78, Feb. 25	DRIVER, CHARLES WILLIAM .	4, Whitehall, S.W.
9	1868, Jun. 15	DRIVER, ROBERT COLLIER . . *(Vice-President)*	4, Whitehall, S.W.
582	1880, Dec. 13	DRIVER, ROBERT MANNING . .	4, Whitehall, S.W.
684	1882, Jan. 16	DRURY, EDWARD DRU . . .	25, Queen Anne's Gate, S.W.
324	1874, Jan. 5	DUNCH, CHARLES.	District Board Offices, White House, Commer Road, E.
252	1871, Jan. 30	DUNLOP, ALEXANDER MILNE . *(Member of Council)*	3, Old Palace Yard, Westminster, S.W.
792	1882, Apr. 24	DYER, WILLIAM JOHN . . .	Montpelier Row, Blackheath, S.E.
35	1868, Jun. 15	DYMOND, FRANCIS WILLIAMS .	Exeter.
1251	1885, Feb. 9	EADE, ARTHUR WILLOUGHBY FRENCH	Feethams, Darlington.
864	1883, Jan. 15	EALES, FREDERICK ERNEST .	9, Welbeck Street, W.
102	1868, Aug. 3	EASTON, WILLIAM	6, Hammet Street, Taunton, Somersetshire.
1210	1884, Nov. 10	EDWARDES, CHARLES BIDWELL .	The Precincts, Peterborough.
639	1881, Dec. 19	EGERTON, HUBERT DECIMUS .	8, New Road, Oxford.
988	1883, Dec. 17	EGGAR, JAMES ALFRED . . .	9, West Street, Farnham, Surrey.
1173	1884, May 19	EGGINTON, JOHN	150, Friar Street, Reading.
530	A. 1879, Jan. 20 F. 1883, Dec. 3	EILOART, FREDERICK EDWARD .	40, Chancery Lane, W.C.
1036	1884, Jan. 14	ELLIOTT, CHARLES	The Fawns, Ermington, Ivy Bridge, Devon.
830	1882, Dec. 18	ELLIS, HENRY	62, Chancery Lane, W.C.
885	1883, Feb. 12	ELLIS, RICHARD ADAM . . .	49, Fenchurch Street, E.C.
380	1875, Feb. 1	ELLIS, SIR JOHN WHITTAKER, BART., M.P.	29, Fleet Street, E.C., and 18, Old Bro Street, E.C.

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276	1872, Feb. 26	EMMANUEL, BARROW	2, Finsbury Circus, E.C.
898	1883, Feb. 26	EVANS, ROBERT	Eldin Chambers, Wheeler Gate, Nottingham.
338	A. 1874, Feb. 16 F. 1876, Nov. 27	EVANS, WILLIAM ERNEST . .	52, Abbey Foregate, Shrewsbury.
685	1882, Jan. 16	EVE, JOHN RICHARD	Silsoe, Ampthill, Beds.
104	1868, Aug. 3	EVE, WILLIAM	10, Union Court, Old Broad Street, E.C.
311	1873, May 5	EVES, GEORGE	Uxbridge, Middlesex.
557	1880, Jan. 5	FAIR, JACOB WILSON . . .	8, Winckley Street, Preston, & Haigh Hall, Wigan.
1174	1884, May 19	FAIR, THOMAS	Estate Offices, Lytham, Lancashire.
1062	1884, Jan. 28	FARMER, EDMUND	80, Cheapside, E.C.
540	1879, Mar. 31	FARRAR, JAMES	12, Market Street, Bury, Lancashire.
1037	1884, Jan. 14	FAYERMAN, GEORGE METCALFE	88, The Parade, Leamington, Warwickshire.
886	1883, Feb. 12	FELTON, GEORGE FREDERICK .	6, Church Walks, Llandudno.
974	1883, Nov. 12	FERRIS, GEORGE	Milton Manor, Pewsey, Wilts.
831	1882, Dec. 18	FIDDIAN, WILLIAM	98, High Street, Stourbridge.
297	1873, Jan. 27	FIELD, FRANCIS HAYWARD . .	Merton Street, Oxford.
872	1883, Jan. 29	FIELD, JAMES FREDERICK . .	57, Borough High Street, S.E.
1038	1884, Jan. 14	FLEETWOOD, GEORGE . . .	15, Furnival's Inn, E.C.
562	1880, Jan. 19	FLOCKTON, THOMAS JAMES . .	15, St. James' Row, Sheffield.
640	1881, Dec. 19	FORREST, ROBERT	Windsor Estate Office, St. Fagans, near Cardiff.
551	1879, Dec. 8	FORSHAW, EDWARD	Basford, Stoke-upon-Trent.
1039	1884, Jan. 14	FOSBERY, WILLIAM THOMAS EXHAM	Warwick.
279	1872, Mar. 11	FOSTER, CHARLES ROLLS . .	54, Pall Mall, S.W.
1117	1884, Mar. 10	FOSTER, HENRY PAFOOT. . .	5, John Street, Adelphi, W.C.
641	1881, Dec. 19	FOSTER, JOSEPH BURGESS . .	4, Cambridge Street, Plymouth, Devon.
687	1882, Jan. 16	FOULKES, SEPTIMUS GIFFORD .	Tring, Herts.
686	1882, Jan. 16	FOWLER, FREDERICK. . . .	St. James' Street, Sheffield.
832	1882, Dec. 18	FOWLER, HENRY.	95, Colmore Row, Birmingham.
316	1873, Dec. 8	FOWLER, WILLIAM . . . . (*Member of Council.*)	95, Colmore Row, Birmingham.
921	1883, April 16	FRANKLIN, THOMAS	Ascot, near Wallingford.
922	1883, April 16	FRANKLIN, WILLIAM TAYLOR .	Ascot, near Wallingford.
1217	1884, Dec. 8	FREUER, WILLIAM	West Rudham, Swaffham, Norfolk.
734	1882, Feb. 13	FRYER, GEORGE	Rose Villa, Bishop Wilton, near York, and White Friar Gate, Hull.
369	1875, Jan. 18	FRY, GEORGE FREDERICK . .	46, London Road, Dover.
1063	1884, Jan. 28	FULLER, ERNEST.	98, Wimpole Street, W.
36	1868, Jun. 15	FULLER, FRANCIS.	63, St. Aubyn's Place, Cliftonville, Hove, Brighton.
1040	1884, Jan. 14	FULLER, HARRY	37, High Street, Croydon.
775	1882, Mar. 13	FURBER, HERBERT	2, Warwick Court, Gray's Inn, W.C.
1064	1884, Jan. 28	FURBER, WILLIAM	2, Warwick Court, Gray's Inn, W.C.

Dip. No.	*Date of Election and of Transfer.*	FELLOWS.	
417	1876, Jan. 10	GAIRDNER, EDWARD JAMES . .	27, Southampton Buildings, W.C.
761	1882, Feb. 27	GALE, JOSEPH JOHN	Market Place, Wallingford, Berks.
819	1882, Nov. 13	GALPIN, CHARLES ALEXANDER .	26, Cornmarket Street, Oxford.
820	1882, Nov. 13	GALPIN, JOHN	26, Cornmarket Street, Oxford.
55	1868, Jul. 6	GALSWORTHY, FREDERICK THOMAS	11, Waterloo Place, S.W.
735	1882, Feb. 13	GARDINER, EDWARD JAMES . .	110, Great Russell Street, W.C.
127	1868, Sep. 28	GARDINER, WILLIAM JAMES . .	110, Great Russell Street, W.C.
98	A. 1868, Jul. 27 F. 1883, Nov. 12	GARRARD, ARTHUR	66, Cannon Street, E.C.
688	1882, Jan. 16	GATER, CALEB WILLIAM . .	Salisbury, Wilts.
935	1883, April 30	GERMAN, GEORGE	Ashby-de-la-Zouch.
887	1883, Feb. 12	GERMAN, JOHN	Ashby-de-la-Zouch.
381	1875, Feb. 1	GILBERT, WILLIAM HENRY SAINSBURY	9, Old Jewry, E.C.
569	1880, Feb. 2	GILLART, RICHARD	Machynlleth, Montgomeryshire.
213	1869, Dec. 6	GIRDWOOD, JAMES	18, Adam Street, Adelphi, W.C.
420	1876, Jan. 24	GLASIER, GEORGE HENRY BROUGHAM	41, Charing Cross, S.W.
989	1883, Dec. 17	GOODCHILD, JOSIAH	81, Finsbury Pavement, E.C.
314	A. '73, May 19 F. '78, Mar. 11	GORE, SPENCER W.	16, Whitehall Place, S.W.
478	A. '77, Feb. 12 F. '82, Dec. 18	GOTTO, FREDERICK EDWARD .	Stony Stratford, Bucks.
578	1880, Apr. 12	GOULDING, WILLIAM PURDHAM.	41, Moorgate Street, E.C.
370	1875, Jan. 18	GRAHAM, WILLIAM	Victoria Chambers, Newport, Monmouthshire
1218	1884, Dec. 8	GRAIN, ARTHUR TRESS . . .	2, St. Andrew's Hill, Cambridge.
827	A. '82, Dec. 4 F. '85, Jan. 12	GRANT, JAMES	Dol-llys, Cottage, Llanidloes, Montgomeryshire
899	1883, Feb. 26	GRATTON, JOHN STERLAND . .	Midland Railway Station, Derby.
1260	1885, Mar. 9	GRAVES, WALTER.	Mansion House Chambers, 11, Queen Victo Street, E.C.
1086	1884, Feb. 11	GREAVES, JOHN	Penistone, near Sheffield.
690	1882, Jan. 16	GREEN, JAMES	22, Chancery Lane, W.C.
1188	1884, May 26	GREEN, SAMUEL	28 and 29, St. Swithin's Lane, E.C.
1087	1884, Feb. 11	GRELLIER, HARLEY MAIR . .	17, Abchurch Lane, E.C.
371	1875, Jan. 18	GREY, CHARLES GREY . . .	55, Parliament Street, Westminster, S.W.
433	1876, Mar. 20	GWYTHER, WILLIAM WARLOW .	43, Lincoln's Inn Fields, W.C.
347	1874, Mar. 16	HADDOCK, ROLAND	2, Abchurch Yard, E.C., and 21, High Stree Croydon, Surrey.
619	1881, May 2	HALL, ERNEST	166, Queen Street, Portsea, Hants.
517	1878, Dec. 9	HALL, JOHN GEORGE . . .	8, Masbro' Road, West Kensington, W.
923	1883, April 16	HALL, WALTER	38, Chancery Lane, W.C.
1189	1884, May 26	HALLETT, WILLIAM BROWN. .	278, Holloway Road, N.
691	1882, Jan. 16	HAMILTON, HENRY	64 & 65, Coleman Street, E.C.
1240	1885, Jan. 12	HANNEN, REGINALD ST. JOHN .	Fordingbridge, Salisbury.
1245	1885, Jan. 26	HANSON, AMOS	35, Church Street, St. Helen's, Lancashire.

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642	1881, Dec. 19	HARDCASTLE, FREDERICK HENRY APPLETON	34, Southampton Street, Strand, W.C.
481	A. '77, Mar. 26 / F. '82, Dec. 18	HARDING, EDWARD ERNEST	16, St. Paul's Churchyard, E.C.
363	1875, Jan. 4	HARDING, JOSEPH	49, Lune Street, Preston.
643	1881, Dec. 19	HARDING, SIDNEY LONGHURST	St. Albans, Herts.
482	A. '77, Mar. 26 / F. '82, Dec. 18	HARDING, WILLIAM DANIEL,	16, St. Paul's Churchyard, E.C.
1175	1884, May 19	HARMAN, JAMES AMBROSE	35, Walbrook, E.C.
496	A. 1878, Jan. 28 / F. 1883, Nov. 12	HARRINGTON, GEORGE FREDERICK	16, Abchurch Lane, E.C.
990	1883, Dec. 17	HARRIS, JAMES	Winchester, Hants.
263	1871, Feb. 27	HART, WILLIAM FREDERICK	Lambeth Waterworks, Brixton Hill, S.W.
312	1873, May 19	HASLAM, DRYLAND	17, Friar Street, Reading.
644	1881, Dec. 19	HAYWARD, HENRY	Dover.
1253	1885, Feb. 23	HAYWOOD, HENRY	9, West Street, Hereford.
54	1868, Jul. 6	HAYWOOD, WILLIAM	Guildhall, E.C.
1254	1885, Feb. 23	HAYWOOD, WILLIAM MATTHEWS.	9, West Street, Hereford.
883	1882, Dec. 1	HEARD, HERBERT	Shepton Mallet, Somerset.
692	1882, Jan. 16	HEATON, GEORGE HERBERT	Endon, near Stoke-upon-Trent, Staffordshire.
617	1881, Apr. 4	HEBBLETHWAITE, LOUIS	Conservancy Buildings, Hull.
1088	1884, Feb. 11	HEDLEY, ROBERT WILKIN	31A, Colmore Row, Birmingham.
250	1871, Jan. 15	HEDLEY, THOMAS FENWICK	Sunderland.
620	1881, May 2	HEDLEY, THOMAS FENWICK, JUN.	Sunderland.
219	1884, Dec. 8	HERBERT, ALLAN	The Market Place, Andover, Hants.
991	1883, Dec. 17	HERON, WILLIAM CHARLES	Uxbridge, Middlesex.
065	1884, Jan. 28	HIGGINS, FREDERIC	Alford, Lincolnshire.
220	1870, Jan. 10	HILLIARD, GEORGE BRIDGE	Chelmsford, Essex.
671	A. 1881, Dec. 19 / F. 1883, Nov. 12	HINE, GEORGE ERNEST	5, Waterloo Place, S.W.
900	1883, Feb. 26	HINE, GEORGE THOMAS	Victoria Street, Nottingham.
70	1868, Jul. 13	HIPPISLEY, EDWIN	Chamberlain Street, Wells, Somersetshire.
815	1882, May 22	HITCHCOX, WILLIAM	Victoria Chambers, Newport, Monmouthshire.
518	1878, Dec. 9	HOBGEN, FRANCIS NEALE	East Street, Chichester.
888	1883, Feb. 12	HOBSON, FREDERICK WILLIAM	20, Coleman Street, E.C.
519	1878, Dec. 9	HODSON, GEORGE	Town Hall, Loughborough.
793	1882, Apr. 24	HOLBECHE, ROBERT NEVILLE	21, Bennett's Hill, Birmingham.
357	1874, Nov. 16	HOLDEN, JOHN	64, Cross Street, Manchester.
155	1884, May 5	HOLIDAY, FREDERICK DEAN	Bicester, Oxfordshire.
693	1882, Jan. 16	HOLMES, JAMES	23, Delamere Street, Ashton-under-Lyne.
794	1882, Apr. 24	*HORNE, WILLIAM EDGAR	80, Fore Street, E.C.
11	1868, Jun. 15	HORSEY, THOMAS	11, Billiter Square, E.C.
174	1869, Feb. 22	HORSFALL, RICHARD	Halifax, Yorkshire.
645	1881, Dec. 19	HOVENDEN, THOMAS HENRY	181, Bishopsgate Street Without.
171	A. '69, Feb. 8 / F. '83, Mar. 12	HUBBERSTY, HENRY ALFRED	Buxton, Derbyshire.
936	1883, Apr. 30	HUDSON, ARTHUR BYRNE	19, Bennet's Hill, E.C.

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1118	1884, Mar. 10	HUDSON, JAMES	Monkwray, Whitehaven.
128	1868, Sep. 28	HUDSON, WILLIAM	Hope Lodge, 181, Grove Lane, Camberwell, and 19, Bennet's Hill, E.C.
776	1882, Mar. 13	HULL, CHARLES	Euston Station, London, N.W.
175	1869, Feb. 22	HUMPHREYS, CHARLES . . .	6, Crosby Square, Bishopsgate Street Within,
627	1881, Dec. 5	HUMPHREYS, HENRY . . .	Woodhouse, Loughborough, Leicestershire.
12	1868, Jun. 15	HUNT, SIR HENRY ARTHUR, C.B.	45, Parliament Street, Westminster, S.W.
353	1874, May 11	HUNT, HENRY ARTHUR, JUN. .	45, Parliament Street, S.W.
181	1869, Mar. 8	HUNT, JOSIAH	6, Queen Anne's Gate, Westminster, S.W.
13	1868, Jun. 15	HUSKINSON, THOMAS . . . (*Past-President*)	Epperstone, Nottingham.
326	1874, Jan. 19	HUSKINSON, WILLIAM LAMBE .	The Manor House, Epperstone, Nottingham
1220	1884, Dec. 8	HUSSEY, FRANK TOOZE . . .	The Grove, Cheddon Fitzpaine, Taunton, Some
176	1869, Feb. 22	HUSSEY, GEORGE HENRY . .	1, Gray's Inn Place, Gray's Inn, W.C.
37	1868, Jun. 15	I'ANSON, EDWARD . . . . (*President*)	7A, Laurence Pountney Hill, E.C.
563	1880, Jan. 19	I'ANSON, EDWARD BLAKEWAY .	7A, Laurence Pountney Hill, E.C.
1137	1884, Apr. 21	INGE, CHARLES HENRY . . .	Broom Leasoe, Whittington, Lichfield.
305	A. '73, Feb. 10; F. '82, Jan. 16	INGRAM, WALTER FIELDE . .	Firle, Lewes, Sussex.
834	1882, Dec. 18	INMAN, MARSHALL NISBET . .	7, Bedford Row, W.C.
835	1882, Dec. 18	INNOCENT, CHARLES JOHN . .	Sheffield.
570	1880, Feb. 16	JACKSON, CHARLES	25, Brazennose Street, Manchester.
209	1869, Jul. 26	JACKSON, FREDERICK. . . .	Nottingham.
439	1876, Apr. 3	JEMMETT, ALEXANDER . . .	Nympsfield, Stonehouse, Stroud, Gloucestersh
736	1882, Feb. 13	JENKINSON, WILLIAM WILBERFORCE	6, Moorgate Street, E.C.
992	1883, Dec. 17	JEUDWINE, WILLIAM WYNNE .	Chesterfield.
963	A. '83, May 25; F. '85, Jan. 26	*JOHNSON, HENRY	37, Walbrook, E.C.
195	A. '69, Apr. 5; F. '78, Feb. 25	JONAS, HENRY	4, Whitehall, S.W.
95	1868, Jul. 27	JONAS, JOHN CARTER . . .	27, Market Hill, Cambridge.
1265	1885, Apr. 20	JONES, CHARLES	Normanhurst, Ealing.
777	1882, Mar. 13	JONES, CHARLES FREDERICK .	Eldon Chambers, 30, Fleet Street, E.C.
694	1882, Jan. 16	JONES, CHARLES JENKIN . .	25, Queen Anne's Gate, S.W.
308	1873, Apr. 21	JONES, HENRY PARR . . .	Portway House, Warminster.
646	1881, Dec. 19	JONES, JAMES WILLIAM . . .	54, Caledonian Road, Leeds.
1106	1884, Feb. 25	JOYCE, JOHN HALL	Blackfordly, near Burton-on-Trent.
993	1883, Dec. 17	JURD, WILLIAM	10, Oxford Street, Southampton
1190	1884, May 26	KEDGLEY, CHARLES	Hibernia Chambers, London Bridge, S.E.
695	1882, Jan. 16	KEELING, BASSETT	2, Tokenhouse Buildings, Lothbury, E.C.
580	1880, Nov. 8	KEIRLE, ROBERT	111, Victoria Street, S.W.
975	1883, Nov. 12	KEMSLEY, JOSEPH WILLIAM . .	Woodford, Essex.

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191	1884, May 26	KENT, GEORGE EDWARD . .	Glendore, Clarendon Road, Southsea, Hants.
873	1883, Jan. 29	KING, FRANK HULME . . .	Horsham, Sussex.
192	1884, May 26	KING, HENRY	Stourbridge, Worcestershire.
193	1884, May 26	KING, THOMAS	Pembroke House, Portsmouth, Hants.
191	1869, Mar. 22	KING, WILLIAM DAVID . . .	Farlington Farm, Havant, Hants.
808	1882, May 8	KINGSTON, SAMUEL	Spalding, Lincoln.
129	1868, Sep. 28	KNOLLYS, JAMES EDWARD . .	Fitzhead Court, Taunton, Somerset.
264	1871, Feb. 27	KNOWLES, WILLIAM	Albion Chambers, King Street, Gloucester.
107	1868, Aug. 3	LAMBERT, WILLIAM	1, New Broad Street, E.C.
446	1876, Apr. 24	LANE, CECIL NEWTON . . .	Whiston Hall, Shifnal, Salop.
762	1882, Feb. 27	LANGRIDGE, GEORGE. . . .	Public Rooms, Tunbridge Wells, Kent.
500	1881, Jan. 24	LANSDOWN, GEORGE	5 & 7, Warwick Street, Charing Cross, S.W.
145	1868, Nov. 9	LAURANCE, JOHN, JUN. . . .	Sexton Barns, Peterboro'.
089	1884, Feb. 11	LAW, EDMUND	29, Abington Street, Northampton.
513	1878, Nov. 11	LEANE, GEORGE HENRY . .	21, Queen Anne's Gate, S.W.
60	A. '68, July 6 / F. '82, May 8	LEE, CHARLES WILLIAMS . .	8, Adelphi Terrace, W.C.
832	1874, Feb. 2	LEE, FREDERICK.	6, Great College Street, Westminster, S.W.
090	1884, Feb. 11	LEE, WILLIAM	143½, High Street, Guildford, Surrey.
829	1870, Feb. 7	LEES, JOHN	Reigate, Surrey.
836	1882, Dec. 18	LEMON, JAMES	Southampton.
717	1882, Jan. 30	LEPPER, JOHN HARRAGE . .	Town Hall, Bromley, Kent.
98	A. '73, Jan. 27 / F. '82, Apr. 24	LERMIT, ALFRED WILLIAM . .	Singapore, Straits Settlements.
56	1884, May 5	LE ROSSIGNOL, FRANCIS . .	1, Gresham Buildings, Basinghall Street, E.C.
76	1884, May 19	LETHBRIDGE, WALTER . . .	1, Leigham Villas, Plymouth.
63	1882, Feb. 27	LEWIS, FRANCIS THEODORE .	95, Gresham Street, E.C.
47	1881, Dec. 19	LIGHTFOOT, FRANCIS LOWRY .	3, Old Palace Yard, S.W.
01	1883, Feb. 26	LIGHTFOOT, HENRY LE BLANC	Lower Lawn, Tisbury, Salisbury.
37	1882, Feb. 13	LITTLE, WILLIAM CUTLACK . .	Stag's Holt, March, Cambridgeshire.
48	1881, Dec. 19	LOCK, WILLIAM HENRY . . .	Instow, North Devon.
93	1875, Mar. 15	LOFTS, HENRY	130, Mount Street, Grosvenor Square, W.
21	1884, Dec. 8	LONG, EDWARD WALTER . .	2, St. Andrew's Hill, Cambridge.
38	1884, Apr. 21	LOOKER, JOHN	High Street, Huntingdon.
24	1876, Feb. 7	LOVEJOY, ALFRED	35, Bucklersbury, E.C.
38	1882, Feb. 13	LOWE, CHARLES HARLOWE . .	Hampstead Vestry Hall, Haverstock Hill, N.W.
05	1869, Jul. 12	LYE, JOHN GAUNT	8, Lancaster Place, W.C.
38	1868, Nov. 2	MACAULAY, COLIN ALEXANDER .	Leicester.
25	1876, Feb. 7	MCCALL, GEORGE	33, Victoria Chambers, Market Place, Blackburn.
61	1869, Jan. 25	MANN, CHARLES JOHN . . .	29, Great George Street, S.W.
73	1875, Jan. 18	MANN, ROBERT WILKS . . .	7, Hobart Place, S.W.
92	1869, Mar. 22	MARR, JAMES	8, Adam Street, Adelphi, W.C.

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889	1883, Feb. 12	PEEBLES, ALEXANDER . . .	3, Salters' Hall Court, E.C.
21	1868, Jun. 15	PENFOLD, JOHN WORNHAM . . (*Honorary Secretary*)	29, Great George Street, Westminster, S.W.
452	1876, May 8	PEPPERCORN, JOHN HUTCHINSON	Manor House, Eaton Socon, St. Neots.
1252	1885, Feb. 9	*PETO, JAMES WINDER . . .	5, Denmark Villas, Bromley, Kent.
428	1876, Feb. 21	PHILLIPS, FREDERICK HAMILTON	Glamorganshire County Road Surveyor's O Eaglesbush, Neath, Glamorganshire.
1043	1884, Jan. 14	PICKERING, WILLIAM CLOVES .	Ty Celyn, Llangerniew, Abergele.
651	1881, Dec. 19	PICKSTOCK, JOHN	Castle Hill, Winchester, Hants.
652	1881, Dec. 19	PODMORE, HENRY ROBERT BERESFORD	145, High Street, Croydon.
1196	1884, May 26	POLLARD, HARRY EMANS . .	14, Duke Street, Adelphi, W.C.
997	1883, Dec. 17	POPPLEWELL, WILLIAM WILLOTT	Victoria Chambers, Southampton Build W.C.; and Imperial Chambers, Derby.
699	1882, Jan. 16	PORTER, ALFRED	109, Grange Road, Bermondsey, S.E.
558	1880, Jan. 5	POTTS, JOSEPH, JUN. . . .	North Cliff, Roker, Sunderland.
224	1870, Jan. 24	POUNDLEY, JOHN EDWARD . .	Black Hall, Kerry, Montgomeryshire.
487	1877, May 14	POWELL, EVAN	Broomcliffe, Llanidloes, Montgomeryshire.
342	A. '74, Feb. 16 F. '80, Nov. 22	POWELL, REGINALD HENRY . .	St. Swithin's Lane, High Street, Lewes, Sus
490	1877, Dec. 10	POWNALL, GEORGE HARRY . .	29, Parliament Street, S.W.
1224	1884, Dec. 8	PYM, GEORGE EDWIN . . .	Doods, Reigate, Surrey.
796	1882, Apr. 24	RABY, JOSEPH WALKER . . .	78, Cross Street, Manchester.
625	1881, Nov. 14	RABY, WILLIAM	78, Cross Street, Manchester.
902	1883, Feb. 26	RAWLENCE, ERNEST ALFRED .	Tower House, Salisbury.
231	1870, Feb. 7	RAWLENCE, JAMES	Salisbury, Wilts.
134	1868, Oct. 26	RAYNBIRD, HUGH EDWARD . .	Basingstoke, Hants.
1139	1884, Apr. 21	READ, GEORGE HUNTLY . .	27, Albany Street, N.W.
839	1882, Dec. 18	REDDALL, DAVID GADSDEN. .	10, South Street, Finsbury, E.C.
584	1880, Dec. 13	REES, WILLIAM ANDREW . .	7, Cornhill, E.C.
544	1879, Apr. 28	REES, WILLIAM GEORGE . .	Holly House, Newport, Monmouthshire.
1044	1884, Jan. 14	REEVES, BENJAMIN AUSTEN. .	27, Chancery Lane, W.C.
514	1878, Nov. 11	REID, PATRICK SANDEMAN . .	20, John Street, Adelphi, W.C.
937	1883, April 30	RENDELL, ARTHUR STEPHEN .	Homefield, Coffinswell, Newton Abbot.
914	1883, April 2	RIDDLE, FREDERICK HENRY BRIMBLE	54, Pall Mall, S.W.
172	A. '69, Feb. 8 F. '82, Feb. 13	REX, WILLIAM	36, Chancery Lane, W.C., and 311, Ken Town Road, N.W.
453	A. '76, May 8 F. '81, Dec. 6	RICH, ROBERT . . .	Weston Birt, near Tetbury, Gloucestershire.
890	1883, Feb. 12	RICHARDS, ALFRED	8, New Broad Street, E.C.
1197	1884, May 26	RICHARDS, HENRY BRINLEY .	20, Coleman Street, E.C.
461	1876, Dec. 18	RICHARDSON, JOHN	Methley Park, Leeds.
303	1873, Feb. 10	RICKMAN, THOMAS MILLER . (*Member of Council*)	8, Montague Street, Russell Square, W.C.

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724	A. '82, Jan. 30 / F. '83, Jan. 29	RIGDEN, HENRY WILLIAM . .	Salisbury, Wilts.
41	1868, Jun. 15	RIGDEN, RICHARD HENRY . .	Salisbury, Wilts.
784	1882, Mar. 27	ROBERTS, JAMES MACKENZIE .	Dedham, near Colchester, Essex.
120	1868, Aug. 17	ROBERTS, RICHARD	42, New Broad Street, E.C
72	1868, Jul. 13	ROBINS, EDWARD COOKWORTHY .	14, John Street, Adelphi, W.C.
603	1881, Jan. 24	ROBINS, WILLIAM HENRY . .	82A, New Street, Birmingham.
618	1881, Apr. 4	ROBINSON, HENRY	7, Westminster Chambers, S.W.
810	1882, May 8	ROBINSON, NATHANIEL WISHART	Marlowes, Hemel Hempstead, Herts.
291	1872, Dec. 9	ROBSON, EDWARD ROBERT . .	41, Parliament Street, Westminster; and 6, St. Germain's Place, Blackheath, S.E.
602	1881, Jan. 24	ROGERS, EDWARD PHIPPARD GEORGE	16, Borough, London Bridge, S.E.
825	1882, Dec. 4	ROGERS, ERNEST EDWARD . .	1, Prince of Wales Road, Norwich.
1225	1884, Dec. 8	ROGERS, WILLIAM BENNETT .	78, Gloucester Road, South Kensington, S.W.
361	A. '74, Dec. 7 / F. '76 Jan. 24	ROLLESTON, JOHN FOWKE LANCELOT	Grey Friars, Leicester.
125	1868, Aug. 31	ROSSER, WILLIAM	Llanelly, Carmarthen.
507	1878, Apr. 8	ROWE, RICHARD REYNOLDS . .	Park House, Cambridge.
315	A. '73, Dec. 8 / F. '75, Nov. 8	RUSHWORTH, EDMUND WALTER	22, Savile Row, W.
1261	1885, Mar. 9	RUTHERFORD, JAMES. . . .	Kirk-leatham, Redcar, Yorkshire.
998	1883, Dec. 17	RUTLEY, CHARLES	11, Dowgate Hill, E.C.
466	A. '76, Dec. 8 / F. '80, Nov. 8	RYDE, ARTHUR LYON . . .	29, Great George Street, S.W.
16	1868, Jun 15	RYDE, EDWARD . . . . (*Past-President*)	29, Great George Street, S.W.
421	1876, Jan. 24	SADLER, GEORGE WILLIAM . .	467, High Street, Cheltenham.
397	1875, Apr. 26	SANDAY, GEORGE HENRY . .	Langdale Lodge, Adkin Road, Clapham Park, S.W.
741	1882, Feb. 13	SANDERS, THOMAS	Cheltenham.
458	1876, Nov. 27	SANDY, HENRY	Newport Road, Stafford.
167	1869, Feb. 8	SAUNDERS, CECIL GEORGE . .	5, Agar Street, Strand, W.C.
177	1869, Feb. 22	SAUNDERS, EDWARD	6, Bishopsgate Street Without, E.C.
121	1868, Aug. 17	SAVILL, ALFRED	3, St. Helen's Place, E.C.; and Chigwell, Essex
526	1879, Jan. 6	SCARGILL, ALFRED	11, East Parade, Sheffield.
333	1874, Feb. 2	SCARTH, WILLIAM T. . . .	Raby Castle, Darlington.
629	A. '81, Dec. 5 / F. '82, Apr. 24	SCOVELL, JOHN	Batsford, Moreton-in-the-Marsh, Gloucestershire.
392	1875, Mar. 1	SEARLE, FRANCIS WILLIAM . .	Marsh House, Tottenham, Middlesex.
534	1879, Mar. 3	SELBY, CHARLES FREDERIC . .	19, Queen Anne's Gate, S.W.
390	1875, Mar. 1	SHACKEL, GEORGE	12, The Forbury, Reading, Berks.
431	1876, Mar. 6	SHAW, JOHN	College Place, Derby.
1255	1885, Feb. 23	SHELLABEAR, SAMUEL . . .	Holkham, Norfolk.
999	1883, Dec. 17	SHEPPARD, OSBORNE	Glynelydach, Neath.
653	1881, Dec. 19	SHERLOCK, CORNELIUS . . .	63, South John Street, Liverpool.

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474	A. '77, Jan. 29 / F. '80, Nov. 8	SHOPPEE, CHARLES HERBERT .	61, Doughty Street, W.C.
74	1868, Jul. 13	SHOPPEE, CHARLES JOHN . . (*Member of Council*)	61, Doughty Street, W.C.
604	A. '81, Jan. 24 / F. '83, May 21	*SILCOCK, THOMAS BALL. . .	14, Abbey Churchyard, Bath.
720	1882, Jan. 30	SIMMONDS, FREDERICK . . .	Parkside, Englefield Green, Surrey.
903	1883, Feb. 26	SIMMS, WALTER	27, Albany Street, N.W.
282	1872, Apr. 22	SLATER, GEORGE.	Canterbury.
593	A. '80, Dec. 12 / F. '83 April, 30	SMALLPEICE, GEORGE BAKER .	9 and 10, Tokenhouse Yard, E.C.; and Guildh
135	1868, Oct. 26	SMELLIE, THOMAS DAVIES . .	209, St. Vincent Street, Glasgow.
122	1868, Aug. 17	SMITH, CHARLES BOVILL . .	Wickham, Hants.
73	1868, Jul. 13	SMITH, CHARLES JOHN . . .	94, Cheyne Walk, Chelsea, S.W.
238	A. '70, Mar. 21 / F. '78, Mar. 11	SMITH, CHARLES JOHN . .	16, Whitehall Place, S.W.
454	A. '76, May 8 / F. '81, Dec. 6	SMITH, HENRY	8, John Street, Adelphi, W.C.
400	A. '75, Apr. 26 / F. '81, Jan. 24	SMITH, HENRY HERBERT . .	Chippenham, Wilts, and 7, Whitehall Place,
955	1883, May 25	SMITH, JOSEPH	15, Cheapside, Bradford, Yorkshire.
1256	1885, Feb. 23	*SMITH, WILLIAM	South Collingham, Newark, Notts.
146	1868, Nov. 9	SOUTHWELL, CHARLES JOSIAH .	9, Whitehall Place, S.W.
96	1868, Jul. 27	SPACKMAN, HENRY	6, Terrace Walks, Bath.
1107	1884, Feb. 25	SPURLING, HENRY	Shotley, near Ipswich, Suffolk.
42	1868, Jun. 15	SQUAREY, ELIAS PITTS . . . (*Vice-President*)	The Moot, Downton, Salisbury; and 22, G George Street, S.W.
1067	1884, Jan. 28	SQUIRE, RICHARD	2, Pont Street, Belgrave Square, S.W.
256	1871, Feb. 13	ST. QUINTIN, PERRY. . . .	37, Threadneedle Street, E.C.
1268	1885, May 4	STAFFORD, ROBERT BARRY . .	83, High Street, Bedford.
840	1882, Dec. 18	STANGER, CALEB.	21, Finsbury Pavement, E.C.
123	1868, Aug. 17	STANLEY, HENRY	Bury St. Edmunds, Suffolk.
43	1868, Jun. 15	STATTER, THOMAS	Standhall, Whitefield Manchester.
469	1877, Jan. 15	STENNING, ALEXANDER ROSE .	121, Cannon Street, E.C.
529	A. '79, Jan. 6 / F. '82, Nov. 13	STEPHENSON, CHARLES WILLIAM	38, Parliament Street, S.W.
422	1876, Jan. 24	STEPHENSON, CHRISTOPHER. .	Naworth Estate Office, Brampton, Cumberla
1198	1884, May 26	STEVENS, WILLIAM CHARLES .	22, Savile Row, W.
97	1868, Jul. 27	STEWARD, HERBERT THOMAS .	45, Parliament Street, S.W.
938	1883, April 30	STOCK, HENRY	6, Duke Street, London Bridge, S.E.
654	1881, Dec. 19	STONER, ALFRED	8, Blomfield Street, E.C.
1108	1884, Feb. 25	STRUDWICK, HAYWARD JAMES .	Montague Chambers, 10 & 11, Bedford Str Strand, W.C.
655	1881, Dec. 19	STRUDWICK, WILLIAM HENRY .	14, Parliament Street, S.W.
87	1868, Jul. 20	STURGE, ROBERT FOWLER . .	34, Corn Street, Bristol.
18	1868, Jun. 15	STURGE, WILLIAM . . . . (*Past-President*)	34, Corn Street, Bristol.
1257	1885, Feb. 23	SWORDER, HUGH	High Street, Epping, Essex.
1068	1884, Jan. 28	SYMONS, PHILIP	Fore Street, Totnes, Devon.

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1092	1884, Feb. 11	TANNER, JAMES MELHUISH . .	Wembworthy, North Devon.
233	A. '70, Feb. 7 / F. '78, Jan. 28	TATHAM, GEORGE HENRY . .	23, Southampton Buildings, Chancery Lane, W.C.
1069	1884, Jan. 28	TEWSON, EDWARD	80, Cheapside, E.C.
859	A. '82, Dec. 18 / F. '85, Jan. 12	TEWSON, EDWARD ARTHUR. .	80, Cheapside, E.C.
924	1883, April 16	THEOBALD, HENRY WELLS DEWHURST	110, Great Russell Street, W.C.
329	1874, Jan. 19	THOMAS, JOSIAH	Athenæum Chambers, Nicholas Street, Bristol.
841	1882, Dec. 18	THOMPSON, ARTHUR EDWARD .	Leadenhall Buildings, E.C.
656	1881, Dec. 19	THOMPSON, EDWARD JAMES . .	The Willows, Moss Lane, Timperley, Manchester.
1000	1883, Dec. 17	THORPE, WILLIAM	Nailstone, Hinchley.
657	1881, Dec. 19	THURGOOD, HERBERT JOHN .	27, Chancery Lane, W.C.
494	1878, Jan. 14	THURSFIELD, THOMAS HOWELLS	Barrow, Brosely, Shropshire.
45	1868, Jun. 15	THYNNE, EDWARD LEWIS . .	11, Great George Street, S.W.
155	1869, Jan. 11	THYNNE, FREDERICK GEORGE .	11, Great George Street, S.W.
1070	1884, Jan. 28	THYNNE, GUY HARRY . . .	11, Great George Street, S.W.
742	1882, Feb. 13	TIFFEN, JOSEPH	Conservancy Buildings, Hull.
1241	1885, Jan. 12	TODD, WILLIAM HENRY . .	County Buildings, Hull.
376	1875, Jan. 18	TOLLEY, JAMES	66, Cannon Street, E.C.
766	1882, Feb. 27	TOOTELL, CHARLES	13, King Street, Maidstone, Kent.
472	1877, Jan. 29	TOOTELL, JOSEPH	Maidstone, Kent.
767	1882, Feb. 27	TOOTELL, JOSEPH, JUN. . . .	13, King Street, Maidstone, Kent.
473	1877, Jan. 29	TOOTELL, RICHARD WILLIAM .	11, Queen Victoria Street, E.C.
447	1876, Apr. 24	TOWER, BROWNLOW RICHARD CHRISTOPHER	Bridgewater Estate Office, Ellesmere, Salop.
1001	1883, Dec. 17	TRETHEWY, HENRY	Silsoe, Ampthill, Beds.
355	1874, May 11	TROLLOPE, CHARLES BROWN .	13, Parliament Street, Westminster, S.W.
1140	1884, Apr. 21	TROUTBECK, ROBERT . . .	Maidstone, Kent.
92	1868, Jun. 15	TRUMPER, RICHARD	23, Lincoln's Inn Fields, W.C.
110	1868, Aug. 3	TUCKETT, PHILIP DEBELL . .	10A, Old Broad Street, E.C.
521	1878, Dec. 9	TUNLEY, GEORGE	14, Clement's Lane, E.C.
1199	1884, May 26	TURNBULL, THOMAS JOHN . .	Wimborne St. Giles, near Cranborne, Dorset.
904	1883, Feb. 26	TURNER, FREDERICK JOHN . .	Mansfield-Woodhouse, Mansfield, Notts.
1071	1884, Jan. 28	TURNER, JOHN	The Grange, Ulceby, Lincolnshire.
168	1869, Feb. 8	TURNER, WILLIAM	1, Butter Market, Ipswich, Suffolk.
548	1879, May 12	TURNER, WILLIAM WEBB . .	9, Clinton Place, Seaford, Sussex.
1246	1885, Jan. 26	TURNOR, EXSUPERIUS WESTON .	The Green, Stafford.
905	1883, Feb. 26	VAIZEY, JOHN GEORGE . . .	Bocking, Braintree, Essex.
571	1880, Feb. 16	VAUGHAN, EVAN	6, Moorgate Street, E.C.
1002	1883, Dec. 17	VEEVERS, RICHARD	Woningworth, Fulwood Park, Preston.
319	A. '73, Dec. 8 / F. '78, Nov. 11	VENABLES, FREDERICK . . .	62, Chancery Lane, W.C.
429	1876, Feb. 21	*VERNON, ARTHUR	Borshams, High Wycombe, Bucks; and 26, Great George Street, Westminster, S.W.

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573	1880, Mar. 1	*Vernon, Walter Liberty	4, Trinity Street, Hastings; and 26, George Street, Westminster, S.W.
816	1882, May 22	Vidler, James Coleman	Rye and Hastings, Sussex.
418	1876, Jan. 10	Vigers, Astley	4, Frederick's Place, E.C.
268	1871, Dec. 4	Vigers, Edward, Jun.	38, Parliament Street, Westminster, S.W.
20	1868, Jun. 15	Vigers, Francis (*Vice-President*)	4, Frederick's Place, E.C.
498	A. '78, Jan. 28 / F. '83, Nov. 12	Vigers, Leslie Robert	4, Frederick's Place, Old Jewry, E.C.
46	1868, Jun. 15	Vigers, Robert (*Member of Council*)	4, Frederick's Place, E.C.
293	1872, Dec. 9	Vulliamy, George	Metropolitan Board of Works, Spring Gard S.W.
842	1882, Dec. 18	Wade, John	Barnsley.
658	1881, Dec. 19	Wainwright, Charles Rawlinson	Shepton Mallet, Somerset.
843	1882, Dec. 18	Wainwright, Charles Rawlinson, Jun.	Shepton Mallet, Somerset.
906	1883, Feb. 26	Waistell, William	Barnard Castle, Durham, and 6, Arden Str Darlington.
1093	1884, Feb. 11	Walker, Edward Robinson	31, John Street, Bedford Row, W.C.
743	1882, Feb. 13	Walker, Herbert	Newcastle Chambers, Angel Row, Nottingham
659	1881, Dec. 19	Walker, Samuel	22, Moorgate Street, E.C.
1072	1884, Jan. 28	Wall, George Young	Exchequer Buildings, Durham.
1178	1884, May 19	Wallace, Henry	Trench Hall, Gateshead-on-Tyne, Co. Durha
785	1882, Mar. 27	Walmisley, Arthur Thomas	5, Westminster Chambers, S.W.
925	1883, April 16	Ward, John George Rodney	Yatton Court, Kingsland, Herefordshire.
660	1881, Dec. 19	Ware, Charles Edwin	Gandy Street Chambers, Exeter.
1141	1884, Apr. 21	Waring, Charles Edward	St. John's Square, Cardiff.
162	1869, Jan. 25	Waring, Thomas	St. John's Square, Cardiff.
189	A. '69, Mar. 8 / F. '75, Apr. 12	Warner, William Henry	130, Mount Street, Grosvenor Square, W.
874	1883. Jan. 29	Waterman, James	Ashford, Kent.
1109	1884, Feb. 25	Waterman, Richard	20, Week Street, Maidstone, Kent.
1110	1884, Feb. 25	Waters, Frank	1, Sydney Street, Cambridge.
47	1868, Jun. 15	Watney, Daniel. (*Member of Council*)	62, Old Broad Street, E.C.
574	1880, Mar. 1	Watson, Herbert Edward	Clifton, York.
797	1882, Apr. 24	Watson, John	Shirburn Castle, Tetsworth, Oxon.
467	A. '76, Dec. 18 / F. '79, Nov. 10	Watts, Charles	25, Bedford Row, W.C.
1003	1883, Dec. 17	Watts, James	Broad Street, Wokingham, Berks.
284	1872, May 6	Weall, John	38, High Street, Watford.
1045	1884, Jan 14	Weatherall, Henry	22, Chancery Lane, W.C.
700	1882, Jan. 16	Weaver, William	Town Hall, Kensington, W.
215	1869, Dec. 6	Webb, George	Tunstall, Sittingbourne, Kent.
661	1881, Dec. 19	Wellsted, William Henry	Manor Street, Kingston-upon-Hull.

Dip. No.	Date of Election and of Transfer.	FELLOWS.	
744	1882, Feb. 13	WESTBURY, GEORGE HENRY .	The Knoll, Andover, Hants.
88	1868, Jul. 20	WESTBURY, GILES	Andover, Hants.
779	1882, Mar. 13	WHARTON, THOMAS GEORGE .	1, Basinghall Street, E.C.
1266	1885, Apr. 20	WHITAKER, GEORGE	2, Bridge Road, Hammersmith, W.
745	1882, Feb. 13	WHITE, JOHN.	Warrington, Lancashire.
701	1882, Jan. 16	WHITELEY, CHARLES PERRY .	76, Queen Street, E.C.
350	1874, Apr. 27	WIDNELL, FREDERICK GRAINGER	13, Parliament Street, Westminster, S.W.
234	A. '70, Feb. 7 F. '76, Nov. 13	WIGRAM, JOHN	South Collingham, Newark, Notts.
721	1882, Jan. 30	WILKINSON, GEORGE AYSCOUGH	7, Poultry, E.C.
1226	1884, Dec. 8	WILKINSON, THOMAS . . .	168, North Street, Brighton.
915	1883, April 2	WILKINSON, WILLIAM . . .	St. Stephen's Chambers, Telegraph Street, E.C.
1242	1885, Jan. 12	WILKS, RICHARD	Little Mongeham, near Deal, Kent.
89	1868, Jul. 20	WILLIAMS, GEORGE BARNES .	Frederick's Place, E.C.
1094	1884, Feb. 11	WILLIAMS, JOHN	Gwernhefin, Bala, North Wales.
240	1870, May 9	WILLIAMS, STEPHEN WILLIAM .	Rhayader, Radnorshire.
575	1880, Mar. 1	WILLIAMS, WILLIAM	Salop Road, Oswestry.
116	1868, Aug. 10	WILLMOT, FRANCIS	6, Waterloo Street, Birmingham.
1004	1883, Dec. 17	WILSON, JACOB	Chillingham, Alnwick; and 5, Great George Street, S.W.
662	1881, Dec. 19	WILSON, THOMAS SILK . . .	Albert Square, Manchester.
844	1882, Dec. 18	WING, WILLIAM	Caversham, Reading.
48	1868, Jun. 15	WITHALL, RICHARD AUGUSTUS .	29, Great George Street, Westminster, S.W.
50	1868, Jun. 15	WOOD, FREDERICK	34, Regency Square, Brighton.
1258	1885, Feb. 23	WOOD, WILLIAM	Ifield Court, Crawley, Sussex.
76	1868, Jul. 13	WOOD, WILLIAM BRYAN . . .	Langley Green, Chippenham, Wilts
663	1881, Dec. 19	WOODS, HENRY	19 & 20, Walbrook, E.C.
304	1873, Feb. 10	WOODCOCK, RICHARD . . .	20, Darlington Street, Wolverhampton.
845	1882. Dec. 18	WOODHAMS, JAMES	50 Havelock Road, Hastings.
391	1875, Mar. 1	WOODTHORPE, EDMUND. . .	2, Coleman Street Buildings, Moorgate S., E.C.
613	1881, Feb. 21	WOOLLEY, REGINALD. . . .	South Collingham, Newark, Notts.
427	A. '76, Feb. 7 F. '80, Nov. 8	WOOLLEY, THOMAS CECIL SMITH	South Collingham, Newark, Notts.
51	1868, Jun. 15	WOOLLEY, THOMAS SMITH . . (*Past-President*)	South Collingham, Newark, Notts.
267	A. '71, Nov. 13 F. '77, Jan. 29	WOOLLEY, WILLIAM EDWARD .	Loughborough, Leicestershire.
1200	1884, May 26	WRIGHT, JAMES	Irongate, Derby.
292	1872, Dec. 9	WRIGHT, WILLIAM EDWARD .	King's Lynn, Norfolk.
283	1872, Apr. 22	WRIGHT, WILLIAM	Wollaton, Nottinghamshire.
722	1882, Jan. 30	WYATT, OLIVER NEWMAN . .	St. John Street, Chichester.
1120	1884, Mar. 10	WYLEY, HENRY JAMES . . .	Bridgnorth, Shropshire.
1227	1884, Dec. 8	WYLEY, WILLIAM JOHN . .	2, School Chambers, Shrewsbury.
430	1876, Feb. 21	YEOMAN, GEORGE DUNDAS . ,	Priory Lodge, Bedford, Bedfordshire.

Professional Associates.

The names of those Professional Associates who have qualified for the Class by Examination are distinguished thus *

The names of those Professional Associates who have further qualified by Examination for the Class of Fellows are distinguished thus ¶

Dip. No.	Date of Election.		
664	1881, Dec. 19	ADKIN, CHARLES DUNCAN . .	Wantage, Berks.
798	1882, Apr. 24	AYRES, CHARLES PRYOR . .	Gresham Lodge, Watford, Herts.
140	1868, Nov. 2	BADCOCK, PHILIP	9, Whitehall Place, S.W.
665	1881, Dec. 19	BAILEY, LEONARD	Poole, Haresfield, Stonehouse, Gloucestershir
553	1879, Dec. 8	BALDING, ALBERT	Barkway, Herts.
1111	1884, Feb. 25	BALLARD, WILLIAM WASHINGTON	46, Bedford Row, W.C.
1247	1885, Jan. 26	*BARRATT, HARRY	Middle Street, Stourbridge, Worcestershire.
622	1881, May 16	BEADEL, HENRY GRANT . . .	97, Gresham Street, E.C.
148	1868, Nov. 9	BEAUCHAMP, CHARLES DAVIE .	9, Whitehall Place, S.W.
959	1883, May 25	*¶BEDELLS, CHARLES HERBERT .	6, John Street, Bedford Row, W.C.
1212	1884, Nov. 10	*BENSON, ROBERT ALAN . .	The Park Farm, Woburn, Beds.
75	1883, Jan. 29	BENSON, THOMAS	Park Farm Office, Woburn, Bedfordshire.
500	1878, Feb. 11	BEVAN, WALTER	Melton Hill, Townsville, Queensland.
383	1875, Feb. 1	BIDWELL, SHELFORD . . .	9, Whitehall Place, S.W.
876	1883, Jan. 29	BISHOP, REGINALD GEORGE .	2, Godliman Street, Doctors' Commons, E.C.
382	1875, Feb. 1	BLAKEWAY, JOHN	5, Bloomsbury Square, W.C.
511	1878, May 13	BLOSSE, EDWARD F. LYNCH .	Charles Street Chambers, Cardiff.
1158	1884, May 5	BLUNT, HERBERT ARTHUR SCAWEN	Firle, Lewes, Sussex.
768	1882, Feb 27	BOA, ANDREW.	Great Thurlow, Newmarket, Suffolk.
977	1883, Nov. 12	BOND, ARTHUR ERASMUS . .	108, Jermyn Street, St. James's, S.W.
1159	1884, May 5	BOND, FREDERICK GEORGE . .	Old Bank House, Ipswich.
960	1883, May 25	*¶BONTOR, FRANK ARTHUR . .	29, Fleet Street, E.C.
542	1879, Mar. 31	BOODLE, FRANCIS EDWARD . .	Rolls Chambers, 89, Chancery Lane, W.C.
846	1882, Dec. 18	BOOTH, JOHN FREDERICK . .	25, Windle Street, St. Helen's, Lancashire.
666	1881, Dec. 19	BRADLY, WILLIAM	Metropolitan Board of Works, Spring Gardd S.W.
1073	1884, Jan. 28	BROWN, ALEXANDER	Home Farm, Hothfield, Ashford.
847	1882, Dec. 18	BROWN, WILLIAM ARTHUR . .	146, Goswell Road, E.C.
1142	1884, Apr. 21	BROWNE, FLINT	73, Cheapside, E.C.
1046	1884, Jan. 14	BRUCE, ROBERT KNIGHT. . .	Mentmore, Leighton Buzzard, Bucks.
944	1883, May 21	BUCKLAND, WILLIAM THOMAS .	9, Whitehall Place, S.W.
1160	1884, May 5	BUTTERWORTH, JOSIAH . . .	Mansfield, Notts.

Dip. No.	*Date of Election.*	PROFESSIONAL ASSOCIATES.	
799	1882, Apr. 24	CARD, HENRY	North Street, Lewes, Sussex.
249	1870, Dec. 12	CARDALL, FREDERIC WILLIAM .	9, Whitehall Place, S.W.
1201	1884, May 26	CASTLE, SYDNEY CHARLES COURTENAY.	21, Euston Square, N.W.
241	1870, May 9	CATLING, ROBERT CHARLES . .	Needham Hall, Elm, Cambridgeshire.
1006	1883, Dec. 17	CHAPMAN, VAUGHAN GODFREY ST. JOHN	76, Queen Street, E.C.
1121	1884, Mar. 10	CHESTER, WILLIAM RICHARD .	3, St. Helen's Place, E.C.
978	1883, Nov. 12	CHEVALLIER, HARVEY	29, Molacca Street, Singapore, Straits Settlements.
1112	1884 Feb. 25	CHRISTY, ARCHIBALD ERNEST .	Boynton Hall, Chelmsford, Essex.
586	1880, Dec. 13	CLARK, HARDING THOMAS . .	4, Agar Street, Strand, W.C.
1074	1884, Jan. 28	CLARKE, HOWARD CHATFEILD .	63, Bishopsgate Street Within, E.C.
1007	1883, Dec. 17	CLARKE, PERCY HENRY . . .	2, Lancaster Place, W.C.
426	1876, Feb. 7	CLAYDEN, WALTER	6, Moorgate Street, E.C.
1122	1884, Mar. 10	CLIFTON, WILLIAM EDWARD .	7, East India Avenue, E.C.
1202	1884, May 26	COLLIER, ARTHUR CHARLES .	Woodhatch, Reigate.
826	1882, Dec. 4	*COLLINS, MARCUS E. . . .	61, Old Broad Street, E.C.
320	1874, Jan. 5	COOKE, WILLIAM GEORGE . .	Engineer's Office, L. & S. W. Ry., Waterloo Bridge Station.
746	1882, Feb. 13	COOKE, WILLIAM STEPHEN . .	9, New Broad Street, E.C.
623	1881, May 16	CONNELLY, JOHN JOSEPH . .	Rugby Chambers, Great James Street, W.C.
926	1883, April 16	COUCHMAN, HENRY BOTELER .	Henley-in-Arden, Birmingham.
598	1881, Jan. 10	COURTHOPE, ALEXANDER . .	Bignor Park, Pulborough, Sussex.
747	1882, Feb. 13	COWPER, RICHARD WILLIAM. .	81, High Street, Sittingbourne, Kent.
222	1870, Jan. 10	CRAWLEY, WILLIAM JEEVES . .	10, Waterloo Place, Pall Mall.
961	1883, May 25	*CRAWTER, JOHN, Jun. . . .	5, Bedford Row, W.C.
615	1881, Mar. 21	CRESSWELL, JOHN THEODORE ROSS	9, Whitehall Place, S.W.
608	1881, Feb. 7	CROFTS, EWAN NEVILE . . .	7, Stafford Street, Bond Street, W.
891	1883, Feb. 12	CROSS, JOHN	80, Cheapside, E.C.
537	1879, Mar. 17	CUDLIPP, WILLIAM	62, Old Broad Street, E.C.
877	1883, Jan. 29	CUMBERBATCH, CARLTON PARRY	9, Whitehall Place, S.W.
945	1883, May 21	DAFFARN, THOMAS ALFRED. .	41, Charing Cross, S.W.
723	1882, Jan. 30	DANSIE, FREDERICK CROWN. .	4, Frederick's Place, E.C.
907	1883, Feb. 26	DASH, ROLAND ASHFORD . .	9, Whitehall Place, S.W., and The Hollies, Feltham, Middlesex.
399	1875, Apr. 26	DASHWOOD, FREDERICK LOFTUS	Kirtlington, Oxford.
848	1882, Dec. 18	DAVID, EDMUND USSHER . .	Llandaff, near Cardiff.
780	1882, Mar. 13	DAVIS, CHARLES JAMES . . .	32, Strand, W.C.
946	1883, May 21	DAWSON, HENRY AUFRERE . .	St. Leonard's, Tooting.
1008	1883, Dec. 17	DAWSON, WALTER HENRY . .	19, St. Edmund's Terrace, Regent's Park, N.W.
1009	1883, Dec. 17	*DAY, WILLIAM	23, High Street, Maidstone, Kent.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
1010	1883, Dec. 17	DEMETRIADI, THOMAS MARSDEN	West Hill, Huddersfield.
878	1883, Jan. 29	DOBIE, HENRY	Nile Hotel, Barbadoes.
748	1882, Feb. 13	DREW, ALLEN	80, Cheapside, E.C.
1095	1884, Feb. 11	DREW, JOHN GOULD	15, Queen Street, Exeter.
1229	1884, Dec. 8	*DUNNING, BERNARD SIMON . .	41, Claverton Street, S.W.
202	1869, Jun. 28	EASTON, EDWARD.	9, Delahay Street, S.W.
484	1877, Apr. 16	EDWARDS, JOHN FREDERICK JAMES	Orleton, Tenbury, Worcestershire.
1011	1883, Dec. 17	ELLIS, CHARLES GODWIN . .	14, Fitzjohn's Parade, Finchley Road, N.W.
939	1883, April 30	ELLIS, EDWARD FELIX . . .	29, Fleet Street, E.C.
577	1880, Mar. 15	ELLIS, ERNEST HAROLD . .	132, High Street, Guildford.
1113	1884, Feb. 25	ELLIS, LEONARD ASHBY . . .	17, Hills Road, Cambridge.
667	1881, Dec. 19	ELWELL, WILLIAM HENRY . .	Surveyor's Office, Great Northern Railway, King's Cross, N.
1047	1884, Jan. 14	EVANS, TOM AUGUSTUS JOHN .	3, Old Palace Yard, S.W.
170	1869, Feb. 8	FAWCETT, JAMES POGUE. . .	29, Fleet Street, E.C.
565	1880, Jan. 19	FENNING, HERBERT SAMUEL .	Bedford Estate Office, Bedford, Bedfordshire.
609	1881, Feb. 7	FEW, HARRY GARRARD . . .	Market Place, Newbury.
921	1883, April 16	FISHER, CHARLES BROWNING .	Hill Crest, Market Harborough.
1123	1884, Mar. 10	FITNESS, JOHN FRANCIS . . .	80, Cheapside, E.C.
916	1883, April 2	FLETCHER, GEORGE RIVERS. .	10A, Old Broad Street, E.C.
1075	1884, Jan. 28	FLINT, LESLIE SENTANCE . .	54, Cheriton Road, Folkestone, Kent.
749	1882, Feb. 13	FLINT, WILLIAM HURST . . .	29, Fleet Street, E.C.
1114	1884, Feb. 25	FREEMAN, SYDNEY	The Public Rooms, Tunbridge Wells, Kent.
750	1882, Feb. 13	FULLER, GEORGE JOHN . . .	85 & 87, Gresham Street, E.C.
947	1883, May 21	FULLER, HERBERT HENRY . .	26, Charing Cross, S.W.
1124	1884, Mar. 10	FULLER, THOMAS ALFRED . .	The College, All Saints', Derby.
751	1882, Feb. 13	FURBER, HENRY AUBREY . .	42, Marlborough Hill, N.W.
849	1882, Dec. 18	FYFE, GEORGE PETERS COLLIER	4, Walm Lane, Willesden Park, N.W.
702	1882, Jan. 16	GARROD, HERBERT JAMES . .	Bell Street, Reigate, Surrey.
1203	1884, May 26	GAYFORD, HENRY JOHN. . .	Raynham Estate Office, East Raynham, Norfolk.
1161	1884, May 5	GIBB, WILLIAM PASHLEY . .	75, Stamford Street, S.E.
522	1878, Dec. 9	GIBSON, WALTER MATTHEW .	Privy Purse Office, Buckingham Palace, S.W.
956	1883, May 25	GORE, WILLIAM JOLL . .	7, Hobart Place, S.W.
1096	1884, Feb. 11	GOW, JAMES	9, Whitehall Place, S.W.
979	1883, Nov. 12	GRANT, HARRY GRÆME . . .	Surveyor's Office, Great Western Railway, Paddington, W.
1012	1883, Dec. 17	GREEN, JAMES HENRY TOWNSEND	22, Chancery Lane, W.C.
1230	1884 Dec 8	*GREENOP, EDWARD	74, Bonham Road, Brixton Rise, S.W.
1076	1884, Jan. 28	GRIMWADE, HENRY	Colchester, Essex.

Dip. No.	*Date of Election.*	PROFESSIONAL ASSOCIATES.	
231	1884, Dec. 8	*Halkyard, William Redford .	The Firs, Knutsford.
179	1884, May 19	Hall, Charles Pell . . .	Wollaton, Nottingham.
770	1882, Feb. 27	Hamilton, John Paynter . .	64 and 65, Coleman Street, E.C.
892	1883, Feb. 12	Hansell, Reginald Goddard.	4, Charlotte Street, Bedford Square, W.C.
1013	1883, Dec. 17	Harland, Arthur . . .	22, Surrey Street, Victoria Embankment, W.C.
614	1881, Feb. 21	Harper, Edgar Josiah . .	Estate Office, Metropolitan Board of Works, Spring Gardens, S.W.
523	1878, Dec. 9	Harvey, John James Sayer .	Woodlands, Wingham, Kent.
952	1883, May 25	*Hasluck, Lancelot Gerald .	Green Hill Park, New Barnet, Herts.
1014	1883, Dec. 17	Hebden, George Radcliffe .	66, Cannon Street, E.C.
588	1880 Dec. 13	Hedger, Arthur Constantine	80, Cheapside, E.C.
821	1882, Nov. 13	Henderson, Henry Arthur .	New Stone Buildings, 59, Chancery Lane, W.C.
928	1883, April 16	Henry, Edward Hugh. . .	2, The Pavement, Clapham Common, S.W.
850	1882, Dec. 18	Hewitt, William	62, Commercial Street, Hereford.
948	1883, May 21	Hicks, Stanley	Oakfield, Streatham Hill, S.W.
1015	1883, Dec. 17	Hinchliffe, John, Jun. . .	Bullhouse Hall, Pennistone, Sheffield.
1180	1884, May 19	Hodsoll, William, Jun. . .	Farningham, Kent.
908	1883, Feb. 26	Holbeche, Æmilian Henry .	26, Pinfold Gate, Loughborough.
893	1883, Feb. 12	Holland, Thomas James, Jun.	1, Pembroke Cottages, Edwardes Square, Kensington, W.
879	1883, Jan. 29	Holmes, James Thomas . .	97, Gresham Street, E.C.
822	1882, Nov. 13	Homfray, William Francis .	Rease Heath Estate Office, Nantwich, Cheshire.
1181	1884, May 19	Hooper, Alfred Frederick .	Junction Road, Andover, Hants.
1097	1884, Feb. 11	Hope, William Elliott . .	91, Tufnell Park Road, N.
1048	1884, Jan. 14	Hopkins, Edwin	9, Whitehall Place, S.W.
90	1868, Jul. 20	Horsley, Richard	11, Bull-and-Mouth Street, E.C.
866	1883, Jan. 15	Howell, Ernest John . .	116, Cromwell Road, S.W.
1016	1883, Dec. 17	Huskinson, Thomas William .	Epperstone Manor, Nottingham.
1017	1883, Dec. 17	Hussey, George Henry Cleland	1, Gray's Inn Place, W.C.
1182	1884, May 19	Hussey, Robert	Hitchin, Hertfordshire.
1162	1884, May 5	I'Anson, Bryan Walter . .	Preston Hous, Whitehaven, Cumberland.
610	1881, Feb. 7	Ingleby, Herbert	7, Whitehall Place, S.W.
851	1882, Dec. 18	Ingram, Henry Law . . .	97, Gresham Street, E.C.
550	1879, Nov. 24	Jessett, Charles	62, Old Broad Street, E.C.
964	1883, May 25	*Jones, Henry Arthur . . .	53, Maida Vale, W.
673	1881, Dec. 19	Jones, Thomas	3, Old Palace Yard, S.W.
226	1870, Jan. 24	Johnston, Andrew	97, Gresham Street, E.C.
1018	1883, Dec. 17	Jordan, George Henry . .	16, Whitehall Place, S.W.

Dip. No.	*Date of Election.*	PROFESSIONAL ASSOCIATES.	
412	1875, Dec. 13	KAYE, JOHN EDWARD . . .	Grove Hall, Wakefield.
674	1881, Dec. 19	KEATES, WILLIAM ALLEN . .	Castle Chambers, Newport, Mon.
1163	1884, May 5	KEELING, GILBERT	2, Tokenhouse Buildings, Lothbury, E.C.
880	1883, Jan. 29	KEER, WILLIAM	80, Cheapside, E.C.
1077	1884, Jan. 28	KERR, ARTHUR HERBERT . .	Borrowby, Thirsk, Yorkshire.
624	1881, May 16	KETTLE, FREDERICK CHARLES .	Tower Chambers, Moorgate Street, E.C.
1125	1884, Mar. 10	KING, ALFRED	41, Charing Cross, S.W.
852	1882, Dec. 18	KNOLLYS, EDWARD HOLDSWORTH	Fitzhead Court, near Taunton, Somerset.
853	1882, Dec. 18	KNOWLES, HENRY . . .	Wells Green, Gloucester.
1019	1883, Dec. 17	LAWRENCE, WILLIAM ROBERT .	22, Surrey Street, Victoria Embankment, W.C.
441	1876, Apr. 3	LEE, GEORGE CANSFIELD . .	North Eastern Railway, York.
675	1881, Dec. 19	LEONARD, HENRY HOLMES . .	202, Bishopsgate Street Without, E.C.
1143	1884, Apr. 21	LIGHTFOOT, JOHN GEORGE . .	9, Whitehall Place, S.W.
949	1883, May 21	LITTLE, WILLIAM DAVIS. . .	Middleton Stoney, Bicester, Oxon.
1164	1884, May 5	LOFTS, HENRY FAIRLAM . .	130, Mount Street, W.
854	1882, Dec. 18	LOMER, MONTAGUE FRANK .	Southampton, Hants.
1133	1884, May 19	LOVESAY, WILLIAM	4, Frederick's Place, E.C.
1126	1884, Mar. 10	LOW, ROBERT JOHN	Cumberland Road, St. Albans, Herts.
489	1877, May 14	LUCAS, JOSEPH	11, Defoe Road, Tooting Graveney, S.W.
1204	1884, May 26	LYNCH, JAMES HENRY . . .	302, Regent Street, W.
917	1883, April 2	LYSTER, THOMAS RICE SOMERVILLE	Bedford Office, Thorney, Peterborough.
1144	1884, Apr. 21	MCCALLUM, PETER SERVICE .	Land Agent's Office, Midland Railway, Derby.
470	1877, Jan. 15	MARRIOTT, GEORGE WHARTON .	Blankney Estate Office, Metheringham, Lincoln.
459	1876, Nov. 27	MARTIN, CHARLES WILLIAM .	Quorn Place, Loughborough, Leicestershire.
512	1878, May 13	MAUGHAN, JOSEPH HENRY . .	9, New Street, Great Grimsby.
1145	1884, Apr. 21	MERRETT, JAMES.	9, Whitehall Place, S.W.
497	1878, Jan. 28	MESTON, JOSEPH FYFE . . .	20, Spring Gardens, S.W.
752	1882, Feb. 13	MILNES, ROBERT, JUN. . . .	Collingham House, Upper Tulse Hill, S.W.
1232	1884, Dec. 8	*MIXER, EDWARD	80, Cheapside, E.C
1165	1884, May 5	*¶MOORE, HAROLD EDWARD .	5, Chancery Lane, W.C.
1127	1884, Mar. 10	MOSS, THOMAS WALTER. . .	21, Doughty Street, W.C.
965	1883, May 25	*MOYES, JOHN HELENUS . . .	26, Trinity Street, Cambridge.
1166	1884, May 5	MYLNE, WILLIAM JOHN HOME .	105, Earl's Court Road, Kensington, W.
856	1882, Dec. 18	NEWMAN, CHARLES HENRY. .	97, Gresham Street, E.C.
566	1880, Jan. 19	NEWMARCH, HENRY CHARLES .	35, Lincoln's Inn Fields, W.C.
1020	1883, Dec. 17	NEWTON, THOMAS EDWIN . .	St. Peter's Street, Winchester.
385	1874, Feb. 2	NIXON, SAMUEL	29, Great George Street, S.W.

Dip. No.	*Date of Election.*	PROFESSIONAL ASSOCIATES.	
1128	1884, Mar. 10	NORRIS, EDWARD JAMES . . .	9, Whitehall Place, S.W.
502	1878, Feb. 11	NORRIS, WALTER HENRY . .	St. Andrew's, Watford, Herts.
676	1881, Dec. 19	NOTTAGE, WILLIAM GRIGGS . .	High Street, Windsor.
1098	1884, Feb. 11	OWEN, THOMAS HENRY . . .	Haverfordwest, Pembrokeshire.
781	1882, Mar. 13	PAGE, THOMAS GOWLAND . .	57, Coleman Street, E.C.
966	1883, May 25	*¶PAIN, JAMES	Borough, Micheldever, Hants.
567	1880, Jan. 19	PARKER, CECIL THOMAS, THE HON. . . . . (*Professional Associate of Council*)	Eccleston, Chester.
957	1883, May 25	PARSONS, ROBERT MAURICE PETERS	Misterton, Crewkerne, Somerset.
967	1883, May 25	*PAULL, ALAN	50, Highgate Road, N.
402	1875, May 10	PAYNE, WILLIAM PERCY . .	Holmesdale, The Park, Nottingham.
285	1872, Nov 11	PAYNE, WILLIAM SETH ROBERT	9, Rood Lane, E.C.
857	1882, Dec. 18	PEACE, ALFRED LINDLEY . .	Thorne, Doncaster.
1146	1884, Apr. 21	PEARCE, FREDERICK WILLIAM .	9, Whitehall Place, S.W.
1167	1884, May 5	PEARCE, WILLIAM JOHN . .	4, Frederick's Place, E.C.
1184	1884, May 19	PERRERS, HARRY WILSON . .	92, Lewisham Road, S.E.
216	1869, Dec. 6	PETRE HENRY WILLIAM, THE HON.	Springfield, Chelmsford, Essex.
1078	1884, Jan. 28	*PETRE, ROBERT GEORGE . .	9, Whitehall Place, S.W.
1021	1883, Dec 17	PEWTRESS, HERBERT WILMSHURST	New Stone Buildings, 59, Chancery Lane.
1129	1884, Mar 10	PHILLIPS, GEORGE CAWKWELL .	Mildmay Road, Chelmsford, Essex.
1079	1884, Jan 28	PHILLIPS, JOHN HENRY . . .	130, Mount Street, Berkeley Square, W.
968	1883, May 25	*¶PILDITCH, PHILIP EDWARD .	17, Parliament Street, S.W.
1022	1883, Dec. 17	POWELL, HUBERT JOHN . . .	St. Swithin's, Lewes, Sussex.
1205	1884, May 26	PRICE, THOMAS WILLIAM . .	75, Kent House Road, Sydenham, S.E.
1099	1884, Feb. 11	PRIDHAM, JOHN LAWRENCE . .	Paignton, South Devon.
1080	1884, Jan. 28	PURCHASE, EDWARD KEYNES .	Mansion House Chambers, 11, Queen Victoria Street, E.C.
929	1883, April 16	REID, FRANCIS	Bucksford House, Ashford, Kent.
801	1882, Apr. 24	REX, CHARLES WILLIAM . .	311, Kentish Town Road, N.W.
802	1882, Apr. 24	REX, FRANCIS HERBERT . .	311, Kentish Town Road, N.W.
881	1883, Jan. 29	RIGDEN, CHARLES FURNER . .	15, Parliament Street, S.W.
423	1876, Jan. 24	ROBERTS, Q. CHARLES . . .	3, Upper Montague Street, Russell Square, and 2, South Square, Gray's Inn, W.C.
753	1882, Feb. 13	ROBERTS, CHARLES GORDON . .	42, New Broad Street, E.C.
754	1882, Feb. 13	ROBEY, ROBERT	Oaklands, East Tytherley, near Romsey, Hants.
725	1882, Jan. 30	ROBINSON, JAMES THOMAS . .	85, Stockwell Park Road, Brixton, S.W.
803	1882, Apr. 24	ROBINSON, MARTIN CATLIN . .	Oakley Hall, Bishops Stortford.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
969	1883, May 25	*†¶Rolleston, William Gustavus Stanhope	Grey Friars, Leicester.
980	1883, Nov. 12	Roper, William	1, Lansdowne Place, Mount Pleasant H Tunbridge Wells.
1130	1884, Mar. 10	Rose, Edward Joseph . . .	48, Broad Street, Oxford.
1081	1884, Jan. 28	Ross, David James	Surveyors' Office, Guildhall, E.C.
940	1883, April 30	Rowlandson, Christopher . .	The College, Durham.
970	1883, May 25	*Rundle, Edward Collins . .	Bedford Office, Tavistock, Devon.
1023	1883, Dec. 17	Rüntz, Ernest Augustus . .	22, Moorgate Street, E.C.
1206	1884, May 26	Russell, James Elgar. . .	Thames House, Wallingford, Berks.
909	1883, Feb. 26	Ryde, Charles Bertram . .	29, Great George Street, S.W.
1024	1883, Dec. 17	Sabin, Joseph Henry . . .	16, Whitehall Place, S.W.
1233	1884, Dec. 8	*Sadler, George William, Jun.	Keynsham Villa, Cheltenham.
971	1883, May 25	*Satchell, Charles. . . .	Allen, Alderson, & Co., Alexandria, Egypt.
1147	1884, Apr. 21	Saunders, Samuel Brown. .	Estate Office, L. & S. W. Ry., Waterloo Station,
782	1882, Mar. 13	Savill, Alfred, Jun. . . .	3, St. Helen's Place, E.C.
1148	1884, Apr. 21	Scarlett, Harry	Downland, Uckfield, Sussex.
867	1883, Jan. 15	Scammell, Thomas	34, Corn Street, Bristol.
755	1882, Feb. 13	Scriven, Charles Herbert .	Oakley House, Scole, Norfolk.
1234	1884, Dec. 8	*Selby, John Baseley . . .	Atherton Old Hall, Leigh, near Manchester.
572	1880, Feb. 16	Sexby, John James	Metropolitan Board of Works, Spring Gardi S.W.
823	1882, Nov. 13	Seymour, Richard Arthur Hamilton	Preston Hall Farm, Aylesford, Kent.
1049	1884, Jan. 14	Shackle, Edward Neild . .	Botwell Lodge, Hayes, Middlesex.
950	1883, May 21	Shaw, John, Jun.	The College, All Saints', Derby.
1149	1884, Apr. 21	Sherry, Nathaniel. . . .	49, Fenchurch Street, E.C.
706	1882, Jan. 16	Sherwin, Joseph Henry . .	16, Whitehall Place, S.W.
503	1878, Feb. 11	Shoppee, Conrad Joseph . .	22, John Street, Bedford Row, W.C.
811	1882, May 8	Simmons, Charles Franklin .	Basingstoke, Hants; and Henley-on-Thames
824	1882, Dec. 4	Simmons, William Anker .	Henley-on-Thames.
1082	1884, Jan. 28	Skewis, Edwin	3, St. Helen's Place, E.C.
858	1882, Dec. 18	Skingle, Alfred	29, Fleet Street, E.C.
1050	1884, Jan. 14	Slade, Isaac	54, Cannon Street, E.C.
538	1879, Mar. 17	Smith, George Cecil . . .	16, Whitehall Place, S.W.
99	1868, Jul. 27	Smith, Herbert Edmund . .	Darlington, Durham.
804	1882, Apr. 24	Smith, Reginald W. . . .	1, Temple Row West, Birmingham.
894	1883, Feb. 12	Smith, Wheater	17, Hampton Place, Bradford.
708	1882, Jan. 16	Smith, William Charles Henry Alston	25, Cannon Street, Birmingham.
152	1868, Nov. 9	Smyth, Edward	9, Whitehall Place; and 52, Wiltshire R Brixton, S.W.

† Institution Prizeman, 1883.

Dip. No.	Date of Election.	PROFESSIONAL ASSOCIATES.	
868	1883, Jan. 15	STACEY, WILLIAM	80, Cheapside, E.C.
911	1883, Mar. 12	STENNING, PERCY HAINES . .	121, Cannon Street, E.C.
710	1882, Jan. 16	STEVENSON, FREDERICK J. . .	4, Frederick's Place, E.C.
828	1882, Dec. 4	STOWER, JOSEPH	29, Fleet Street, E.C.
438	1876, Mar. 20	ST. QUINTIN, RICHARD SAMUEL	37, Threadneedle Street, E.C.
415	1875, Dec. 13	STRUTT, EDWARD GERALD, THE HON.	Terling Place, Witham, Essex.
1235	1884, Dec. 8	*STURGE, THEODORE	34, Corn Street, Bristol.
756	1882, Feb. 13	SWINSCOW, HAROLD EDWIN . .	2, Streatham Hill, S.W.
1115	1884, Feb. 25	TANNER, WILLIAM	2, Bridge Street, Newport, Monmouthshire.
771	1882, Feb. 27	TAPP, ARTHUR	15, Great George Street, S.W.
805	1882, Apr. 24	TARLETON, ROGER	2, Bennett's Hill, Birmingham.
677	1881, Dec. 19	*†¶TARRANT, WALTER . . .	66, Cannon Street, E.C.
1025	1883, Dec. 17	TAYLOR, EDWARD SYDNEY . .	Sandycroft, Chester.
212	1869, Jul. 26	TAYLOR, GEORGE.	Hillside House, Turner's Hill, Crawley, Sussex, and 17, Abchurch Lane, E.C.
678	1881, Dec. 19	TAYLOR, JOHN WILLIAM . . .	33, Westgate Road, Newcastle-upon-Tyne.
1026	1883, Dec. 17	TAYLOR, MATTHEW	Northchapel, Petworth, Sussex.
806	1882, Apr. 24	THEOBALD, HENRY	1, Deanery Road, Romford Road, Stratford, E.
1027	1883, Dec. 17	THOMPSON, ALFRED	Estate Department, South Eastern Railway, London Bridge, S.E.
1185	1884, May 19	THOMPSON, WILLIAM	12, St. Thomas Road, Finsbury Park, N.
869	1883, Jan. 15	THORNTON, WILLIAM HENRY .	Castle Keep, Reigate, Surrey, and The Surveyor-General's Department, Ceylon.
757	1882, Feb. 13	THORPE, CHRISTOPHER . . .	Cutthorpe Hall, Chesterfield.
1100	1884, Feb. 11	THURGOOD, ERNEST CHARLES .	8, Clifford's Inn, E.C.
591	1880, Dec. 13	THURNALL, JOHN EDWARD . .	Royston, Herts.
972	1883, May 25	*¶‡TREADWELL, HENRY JOHN .	5, Agar Street, Strand, W.C.
592	1880, Dec. 13	TROLLOPE, HENRY CHARLES .	7, Hobart Place, S.W.
1131	1884, Mar. 10	TRUMPER, JOHN ALFRED. . .	23, Lincoln's Inn Fields, W.C.
1051	1884, Jan. 14	TUDOR, COLIN AUGUSTUS BUCHANAN	Booth Ferry Road, Goole, Yorkshire.
1052	1884, Jan. 14	TUDOR, EDWARD CHARLES BUCHANAN	37, Tower View, Booth Ferry Road, Goole, Yorkshire.
1168	1884, May 5	UDNY, AUGUSTUS CHARLES . .	35, Duke Street, Brighton.
594	1880, Dec. 13	VIGERS, MARTIN	52, Queen Victoria Street, E.C.
1208	1884, May 26	VIGERS, SIDNEY	18, Abingdon Street, S.W.

† Institution Prizeman, 1881. ‡ Driver Prize, 1883.

Dip. No.	*Date of Election.*	PROFESSIONAL ASSOCIATES.	
535	1879, Mar. 3	WAKEFIELD, GODFREY . . .	40, Chancery Lane, W.C.
576	1880, Mar. 1	WALKER, LEON VICTOR . . .	Summerhill Road, West Green Road, N.
1028	1883, Dec. 17	WALLIS, JOHN DAVID . . .	3, Old Palace Yard, S.W.
1029	1883, Dec. 17	WARD, GEORGE	2, Lancaster Place, W.C.
1030	1883, Dec. 17	WATERER, CLARENCE . . .	Dover House, Chertsey, Surrey.
758	1882, Feb. 13	WATERS, WILLIAM RICHARD .	Care of J. C. Waters, The Gas Company, H ferry Road, S.W.
1101	1884, Feb. 11	WATKINS, ROBERT ARUNDEL .	Castle Combe, Chippenham.
951	1883, May 21	WATNEY, WALTER DANIEL . .	9, Whitehall Place, S.W.
1236	1884, Dec. 8	*WATSON, JAMES BRUCE . . .	Shirburn, Tetsworth, Oxon.
679	1881, Dec. 19	*‡WEBB, JONAS MARSHALL . .	7, Prince's Street, Hanover Square, W.
1031	1883, Dec. 17	WELLS, EDWARD OGBOURN . .	9, Whitehall Place, S.W.
1169	1884, May 5	WELLS, WILLIAM HOWLEY . .	Estate Office, Evershot, Dorset.
930	1883, April 16	WESTON, GEORGE	20, Oakington Road, St. Peter's Park, dington, W.
941	1883, April 30	WESTON, JOSEPH AURELIUS. .	83, High Street, Bedford.
860	1882, Dec. 18	WILCOCKS, FREDERICK C. . .	12, Netherwood Road, West Kensington Par
1170	1884, May 5	WILES, WILLIAM	1, Great Winchester Street, E.C.
1237	1884, Dec. 8	*WILLARD, THOMAS	Estate Office, L. & N.W. Ry., Euston Station,
378	1875, Jan. 18	WILLIAMS, LEONARD JAMES .	6, Furnival's Inn, E.C.
861	1882, Dec. 18	WILLIAMS, TOM	Eastleigh End, Thorpe, Surrey.
568	1880, Jan. 19	WILLIAMS, WILLIAM HERBERT .	Llandaff, Glamorganshire.
442	1876, Apr. 3	WILLIAMS, WILLIAM WELSBY .	Farnham, Surrey.
807	1882, Apr. 24	WILLMOT, JOHN	6, Waterloo Street, Birmingham.
1083	1884, Jan. 28	WILLOUGHBY, CHARLES WILLIAM	22, Chancery Lane, W.C.
1150	1884, Apr. 21	WINDER, GEORGE ALEXANDER .	Escot Estate Office, Fairmile, Ottery St. Ma
882	1883, Jan. 29	WOLFE, WALTER JAMES . .	105, King's Road, Brighton, Sussex.
539	1879, Mar. 17	WOOD, HENRY	97, Gresham Street, E.C.
711	1882, Jan. 16	WOODWARD, WILLIAM . . .	13, Granville Square, W.C.
680	1881, Dec. 19	WREATHALL, ROBERT T. . .	30, Walbrook, E.C.
595	1880, Dec. 13	WRIGHT, THOMAS HAWKINS. .	Lundy Island, viâ Instow, North Devon.
1151	1884, Apr. 21	WYAND, BENJAMIN JOHN . .	11, Queen Victoria Street, E.C.
1132	1884, Mar 10	YEATES, JOHN	80, Cheapside, E.C.
599	1881, Jan. 10	YOUNG, ANDREW	The School Board for London, Victoria Emb ment, W.C.
524	1878, Dec. 9	YOUNG, MORGAN HENRY . .	6, John Street, Bedford Row, W.C.

‡ President's Prize, 1884.

Associates.

Date of Election.		
1876, Mar. 20	ACLAND, SIR THOMAS DYKE, BART., M.P.	Killerton, Exeter.
1882, Mar. 27	ANDERSON, CHARLES HENRY .	9, King's Bench Walk, Temple.
1880, Dec. 13	BANKES, JOHN ELDON . . .	4, Elm Court, Temple.
1868, Jul. 27	BARRY, JOHN WOLFE . . . (*Associate of Council*)	23, Delahay Street, Westminster, S.W.
1875, Dec. 13	BATTEN, JOHN WINTERBOTHAM	3, Harcourt Buildings, Temple.
1876, Dec. 18	BAZALGETTE, CHARLES NORMAN	2, Paper Buildings, Temple.
1879, Feb. 3	BEALE, JAMES SAMUEL . . .	28, Great George Street, S.W.
1869, Feb. 22	BIDDER, GEORGE PARKER, Q.C.	3, Paper Buildings, Temple.
1875, Feb. 1	BIRCH, ROBERT WILLIAM PEREGRINE	2, Westminster Chambers, S.W.
1884, May 19	BOLTON, WILLIAM HENRY . .	34, Stanhope Gardens, W.
1868, Jun. 23	BRAMWELL, SIR FREDK. JOSEPH, F.R.S.	5, Great George Street, Westminster, S.W.
1884, Feb. 11	BUND, JOHN W. WILLIS. . .	3, Stone Buildings, Lincoln's Inn, W.C.
1869, Jul. 26	CARLISLE, WILLIAM THOMAS .	8, New Square, Lincoln's Inn, W.C.
1879, Jan. 6	CASSERLEY, SAMUEL WILLIAM .	7, Crown Office Row, Temple.
1871, Feb. 18	CASTLE, EDWARD JAMES . . .	8, King's Bench Walk, Temple.
1876, Nov. 13	CLARKE, DANIEL	Easton Street, High Wycombe, Bucks.
1883, Dec. 17	CLARKE, EDWARD, Q.C., M.P. .	5, Essex Court, Temple.
1883, Dec. 17	CLODE, WALTER	3, Harcourt Buildings, Temple.
1885, Jan. 12	CRIPPS, CHARLES ALFRED . .	2, Mitre Court Buildings, Temple.
1882, Mar. 27	DAY, WILLIAM ANSELL . . .	18, New Bridge Street, Blackfriars, S.E.
1883, April 16	DETHRIDGE, FRANK	Vestry Hall, Harrow Road, Paddington, W.
1883, April 30	DRUCE, SAMUEL BENJAMIN LARGE	2, Old Buildings, Lincoln's Inn, W.C.
1869, Feb. 22	FOWLER, JOHN	2, Queen Square Place, S.W.
1878, Feb. 11	FREEMAN, GEORGE MALLOWS .	11, King's Bench Walk, Temple.
1878, Mar. 11	FRESHFIELD, EDWIN . . .	5, Bank Buildings, E.C.
1876, Mar. 20	FRESHFIELD, WILLIAM DAWES .	5, Bank Buildings, E.C.
1884, Jan. 14	FUNG-YEE	The Chinese Legation, Portland Place, W.

ASSOCIATES.

Date of Election.		
1876, Dec. 18	GEDGE, SYDNEY	1, Old Palace Yard, S.W.
1879, Apr. 28	GEPP, CHARLES BRAMSTON OSBORNE	Chelmsford, Essex.
1874, Feb. 16	GOLDNEY, GABRIEL PRIOR . .	Remembrancer's Office, Guildhall, E.C.
1869, Jan. 11	GRANTHAM, RICHARD BOXALL .	22, Whitehall Place, S.W.
1874, Jan. 5	GRANTHAM, RICHARD FUGE . .	22, Whitehall Place, S.W.
1881, Mar. 21	GRANTHAM, WILLIAM, Q.C., M.P.	6, Crown Office Row, Temple.
1881, Dec. 19	GROVES, WILLIAM	28, Great George Street, S.W.
1880, Dec. 13	GULLY, WILLIAM COURT, Q.C. .	Farrar's Buildings, Temple.
1881, Dec. 19	HALSEY, EDWARD JOSEPH . .	2, Stanwick Road, West Kensington.
1882, Mar. 27	HAMILTON, HENRY BEST HANS .	1, Brick Court, Temple.
1884, May 5	HAMOND, THOMAS ASTLEY HORACE	56, Lincoln's Inn Fields, W.C.
1884, Apr. 21	HARRIS, RICHARD READER . .	1, Temple Gardens, Temple.
1881, Dec. 19	HEAD, JOHN MERRICK . . .	Reigate, Surrey.
1875, Dec. 13	HIGGIN, WILLIAM HOUSMAN, Q.C.	4, St. James' Square, Manchester.
1875, Jan. 4	HILL, ALEXANDER STAVELEY, Q.C., M.P.	13, King's Bench Walk, Temple; and Oxley Manor, Stafford.
1880, Dec. 13	JAMES, SIR HENRY, Q.C., M.P..	1, New Court, Temple.
1885, Jan. 12	JONGH, JOHN ISIDORE DE . .	San José, Costa Rica, Central America.
1873, April 21	KING, WILLIAM	Gas Office, Duke Street, Liverpool.
1884, Jan. 28	KINGSFORD, DOUGLAS . . .	2, Brick Court, Temple.
1883, Nov. 12	KIRBY, ALFRED OCTAVIUS . .	1, Old Palace Yard, S.W.
1874, Feb. 2	LEDGARD, FREDERICK THOMAS DURELL, Q.C.	1, Temple Gardens, Temple.
1874, Feb. 16	LITTLER, RALPH DANIEL MAKINSON, Q.C.	4, Temple Gardens, Temple.
1879, Dec. 8	LLOYD, EYRE	6, Sergeant's Inn, E.C.
1869, Mar. 8	LOTT, JOSEPH	19, Great George Street, S.W.
1884, Feb. 11	LOUCH, FRANCIS QUEKETT . .	Newbury, Berks.
1874, Feb. 16	MARRIOTT, WILLIAM THACKERAY, Q.C., M.P.	6, Crown Office Row, Temple.
1879, Jan. 6	MEYSEY-THOMPSON, ALBERT CHILDERS	41, Parliament Street, S.W.; and 1, King's Bench Walk, Temple.
1875, Jan. 4	MICHAEL, WILLIAM HENRY, Q.C.	38, Parliament Street, S.W.

Date of Election.	ASSOCIATES.	
1881, Feb. 7	Mosley, Tonman	Bangors, Iver, Uxbridge.
1882, Dec. 18	Munton, Francis Kerridge .	95A, Queen Victoria Street, E.C.
1876, Apr. 24	Parker, Frederick Searle .	17, Bedford Row, W.C.
1869, Feb. 22	Philbrick, Fredk. Adolphus, Q.C.	Lamb Building, Temple.
1884, Feb. 11	Pope, Samuel, Q.C.	38, Parliament Street, S.W.
1871, Feb. 27	Quick, Joseph, Jun. . . .	29, Great George Street, S.W.
1868, Nov. 9	Rees, John Charles . . .	13, Great George Street, S.W.
1885, Jan. 26	Rickards, Arthur George .	1, Paper Buildings, Temple.
1882, Jan. 16	Rigg, Herbert Addington .	9, King's Bench Walk, Temple.
1875, Nov. 8	Ryde, Edward Harrow . .	Cranley House, Fontenoy Road, Balham, S.W.
1883, April 2	Ryde, Walter Cranley . .	1, Brick Court, Temple.
1884, Dec. 8	Scott, The Hon. Henry Robert	Springfield, Coldstream, N.B.
1882, Mar. 27	Shearman, John	3 & 4, New Inn, Strand, W.C.
1879, Apr. 28	Sladen, St. Barbe	1, Delahay Street, Westminster, S.W.
1878, Apr. 8	Smith, John Smalman . . .	3, Hare Court, Temple.
1879, Apr. 28	Smith, Lumley, Q.C. . . . (*Associate of Council*)	4, Paper Buildings, Temple.
1884, Jan 14	Statham, William Arnold .	12, King's Bench Walk, Temple, and 38, Parliament Street, S.W.
1882, Jan. 16	Stephens, Pembroke S., Q.C. .	1, Plowden Buildings, Temple.
1881, Jan. 24	Stevenson, George Wilson .	38, Parliament Street, S.W.
1875, Jan. 4	Strutt, Frederick, The Hon.	88, Eaton Square; and Milford House, Derby.
1877, Dec. 10	Sutton, Henry	Farrar's Building, Temple.
1880, Dec. 13	Thomas, Hubert	Watford, Herts.
1868, Jul. 20	Trollope, George Francis .	15, Parliament Street, Westminster, S.W.
1885, May 18	Warren, Reginald Augustus.	99, Great Russell Street, W.C.
1876, Nov. 27	Webster, Richard Everard, Q.C., M.P.	2, Pump Court, Temple.
1884, May 26	Wells, Alfred Dodd . . .	Sotwell Hill, Wallingford, Berks.
1871, Feb. 13	White, Frederick Meadows, Q.C.,	4, Paper Buildings, Temple.
1873, Jan. 27	White, Thomas Jennings . .	8, Whitehall Place, S.W.
1876, Dec. 18	Will, John Shiress, Q.C. .	3, Pump Court, Temple.
1875, May 15	Winckworth, Lewis . . .	31, Abingdon Street, Westminster, S.W.
1870, Jan. 10	Wing, Thomas Twining . .	17, Woburn Square, W.C.
1882, Dec. 18	Woolf, Sidney	7, King's Bench Walk, Temple.

Students.

The names of those Students who have qualified by Examination for the Class of Professional Associates, but are still Students, are distinguished thus ||

Passed Preliminary Examination.		
1884	ADKIN, BENAIAH WHITLEY . .	Caldicote Lodge, Wantage, Berks.
1885	ARCHIBALD, CHARLES FALCON .	College of Agriculture, Downton, Salisbury.
1883	|| ARNOTT, JOHN	Woodbridge, Suffolk.
1885	|| BEARD, EDWIN THOMAS . . .	3, St. Catharine's, Lincoln.
1885	BENSLEY, OLIVER ELLIOT . .	1, Peak Hill Avenue, Sydenham, S.E.
1883	|| BIRCH, WALTER DE HOGHTON .	Harford House, Chew Magna, Bristol.
1885	BROWN, WILLIAM EDWARD . .	52, Burton Road, Brixton, S.W.
1883	|| BUCKLAND, ALFRED VIRGOE. .	66, Cannon Street, E.C.
1884	BURROWS, ALFRED JOHN, JUN. .	Pluckley, near Ashford, Kent.
1885	BUSS, FLEETWOOD GEORGE WILLIAM	37, South Hill Park, Hampstead, N.W.
1884	CALLENDAR, WILLIAM JACKSON .	Saffron Walden, Essex.
1883	CARTER, FRANK WELLINGTON .	Salisbury.
1885	CHAMPION, LLEWELYN CHARLES	23, Belsize Park, Hampstead, N.W.
1885	CHEW, HENRY VICTOR . . .	Oakhurst, Cambridge Park, Wanstead.
1882	CLARKE, STANLEY	132, Westbourne Terrace, Hyde Park, W.
1885	|| COALES, HERBERT GEORGE . .	11, White Friars Terrace, King's Lynn.
1885	CROKAT, EDWARD ARBUTHNOT .	College of Agriculture, Downton, Salisbury.
1884	CROSS, ARNOULD CHARLES MARTIN	11, Brailsford Road, Tulse Hill, S.W.
1882	CROSS, WILLIAM THOMAS ALFRED	18, Outer Temple, W.C.
1884	DALTON, SEYMOUR GRANT . .	Shanks House, Wincanton, Somerset.
1884	EVE, HERBERT TRUSTRAM . .	Silsoe, Ampthill, Beds.
1884	EVE, WILLIAM HAROLD . . .	10, Union Court, Old Broad Street, E.C.
1885	EVES, WILLIAM LIONEL . . .	Milton House, Uxbridge.
1885	FITZ-HUGH, WILLIAM REGINALD	College of Agriculture, Downton, Salisbury.
1885	GOODMAN, PERCY.	Alverbank, West Road, Clapham Park, S.W.
1884	GOODWIN, EDWARD	Cannon Court, Wateringbury, Kent.

Passed Preliminary Examination.	STUDENTS.	
1885	GOUGH, GEORGE SYDNEY . .	Pargeter Street, Stourbridge, Worcestershire.
1885	GREEN, THOMAS JOHN . . .	1, Surrey Villas, Sevenoaks, Kent.
1883	‖¶HALL, WILLIAM TIMOTHY. .	Royal Agricultural College, Cirencester.
1884	HALTON, HARRY RUSSELL . .	3, Carleton Road, Tufnell Park, N.
1885	HARDING, REGINALD BRUCE. .	St. Peter's Street, St. Alban's, Herts.
1883	HARDING, SIDNEY PRYCE . .	St. Peter's Street, St. Alban's, Herts.
1884	HAY, MOUNTIFORD HENRY . .	82, Southampton Row, W.C.
1884	HOMAN, HUBERT FRANKLIN. .	The New Friars, Boley Hill, Rochester.
1884	HUSSEY, JOHN WALTON . . .	Beechcroft, St. David's, Exeter.
1885	JENKINS, HENRY LEWIN . . .	Elston Hill, Devizes, Wiltshire.
1884	JONAS, HARRY MARSHALL . .	27, Market Hill, Cambridge.
1885	JONAS, SAMUEL MARSHALL . .	Brookland's Avenue, Cambridge.
1885	JONES, FREDERICK HERBERT .	Normanhurst, Ealing, W.
1883	‖JULL, WILLIAM VINCENT . .	Wrotham Lodge, Streatham Hill, S.W.
1884	KING, WILLIAM ISAAC . . .	The Grange, Highgate, N.
1884	LANSDOWN, HAROLD WALTER .	The Briars, Spencer Hill, Wimbledon, S.W.
1885	LLOYD, WALTER RICHARD . .	17, Delahay Street, S.W.
1884	LOWE, CHARLES ROBERT . .	Surveyor's Department, Vestry Hall, Haverstock Hill, N.W.
1885	LUMLEY, JULIAN ARTHUR . .	22, St. James's Street, S.W.
1885	MANN, JAMES BAGSHAW . . .	Langley Broom, near Slough, Bucks.
1885	MANN, ROBERT BAGSHAW . .	29, Great George Street, S.W.
1884	‖MARTIN, ARTHUR JOHN . . .	Bradninch House, Exeter.
1885	MATHEWS, JOHN MATHEWS . .	Home Lodge, 58, Kent House Road, Sydenham, S.E.
1883	‖MEAD, JOHN HENRY . . .	Balcombe Rectory, Hayward's Heath.
1885	NEWTON, FREDERICK JAMES CAMPBELL.	Vassall Lodge, Addison Road, Kensington, W.
1885	NICHOLSON, EBENEZER . . .	Trentham House, Darnley Road, Hackney.
1885	NOCKOLDS, MARTIN CHARLES HUBERT	Castle Hill House, Saffron Walden, Essex.
1885	PARRY, RICHARD	77, Havil Street, Camberwell, S.E.
1885	PATERSON, HERBERT. . . .	Carlton Road, Whalley Range, Manchester.
1884	PERKINS, WALTER FRANK . .	Portswood House, Southampton.

¶ Institution Prizeman, 1884.

Passed Preliminary Examination.	STUDENTS.	
1884	‖ Perks, Sydney	Soho Lodge, Wandsworth Common, S.W.
1884	Phillips, William Dearlove .	12, St. Peter's Street, St. Alban's, Herts.
1884	Physick, Walter Frederick .	136, Marylebone Road, N.W.
1885	Pratt, Percy	Eldon House, Streatham, S.W.
1884	Puckridge, Percival Martin .	6, Terrace Walks, Bath.
1885	‖ Rand, John	8, Grove Hill, Dulwich, S.E.
1885	Robinson, Alfred Whitmore .	Eastfield, Stoneygate, Leicester.
1885	Selby, Frank	Bromley Road, Beckenham, Kent.
1885	Smurthwaite, William John .	Hothfield Place, Ashford, Kent.
1883	‖ ¶ Tiffen, John Henry . . .	4, Grosvenor Terrace, Kingston-upon-Hull.
1884	Turner, Percy	7, Lower Brook Street, Ipswich.
1884	Vale, Henry	Hartlebury, near Kidderminster.
1885	Varley, Thomas Ernest . .	50, Portland Road, Notting Hill, W.
1885	Vaughan, Evan Benjamin . .	South Bank, Lewisham Hill, S.E.
1884	Vowler, Guillim Reginald .	Penheale Manor, Launceston, Cornwall.
1884	Warton, Wilfred	13, North Audley Street, W.
1884	‖ Watson, John, Jun. . . .	Shirburn, Tetsworth, Oxon.
1885	Webb, Frederic Noel. . .	Downshill House, Bishopstone, near Hereford.
1884	Whalley, Frederick Herbert	Ashfield House, Chester.
1885	Wilkinson, George Herbert.	Hadley Green, Barnet, Herts.
1884	‖ Williams, George Arthur .	Pulford Rectory, Wrexham.
1884	‖ Williams, Sidney	Kelvin Lodge, Blythe Hill, Catford, S.E.
1884	Worthington, James Scott .	4, Frederick's Place, E.C.

¶ Institution Prizeman, 1885.

To ensure the regular transmission of the Papers and Notices, it is particularly requested that any changes of address be communicated at once to the Secretary.

BIBL. LONDIN. UNIV.